

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.750

Agenda No. 10.A

Approved: OCT 28 2015

TITLE:

**RESOLUTION AUTHORIZING THE INSERTION OF
SPECIAL ITEMS OF REVENUES AND
APPROPRIATIONS IN THE CY 2015 MUNICIPAL
BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.**



**COUNCIL
adoption of the following resolution:**

offered and moved

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount,

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of appropriation in the CY 2015 Municipal Budget:

ITEM	FROM	TO
Port Authority Grant FY2014 (Fire)	217,500.00	290,000.00

BE IT FURTHER RESOLVED that the sum of \$72,500 representing the match amount required for the Port Authority Grant FY2014 (Fire) Grant is hereby appropriated under the caption Dedicated Penalty Fund in account 17-293-56-000-031.

BE IT FURTHER RESOLVED that notification of these budget changes will be made by the Chief Financial Officer to the Director of the Division of Local Government Services through the electronic submission process.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2015 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87

Initiator

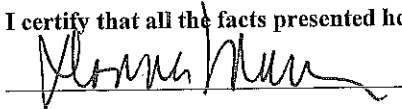
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	(201) 547-5042	jmetro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution is to request the insertion of special items of revenue in the municipal budget when such items have been made available after the adoption of the budget.

I certify that all the facts presented herein are accurate.



10/19/2015

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 15.751

Agenda No. _____ 10.B

Approved: _____ OCT 28 2015

TITLE:



RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2014

COUNCIL _____ **offered and moved adoption**
of the following resolution:

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to cause an annual audit of its books, accounts and financial transactions to be made and completed within six months after the close of its fiscal year; and

WHEREAS, a copy of the audit for calendar year ending December 31, 2014 was distributed to each member of the governing body on October 13, 2015; and

WHEREAS, in accordance with OMB Circular A-133, 98-07, and Local Finance Notice CFO 97-16, all government units must prepare and submit a Corrective Action Plan as part of the annual audit process; and

WHEREAS, the Corrective Action Plan shall cover all findings and recommendations, including state, federal, and general or financial statement findings in the audit report; and

WHEREAS, the Chief Financial Officer shall prepare said Corrective Action Plan with the assistance from other officials affected by the audit recommendations; and

WHEREAS, the Corrective Action Plan must be approved by the governing body of the local unit and is to be submitted to the Division of Local Government Services no later than sixty days from the receipt of the audit report; and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Corrective Action Plan for calendar year ended December 31, 2014 is hereby approved.

BE IT FURTHER RESOLVED, that a copy of the Corrective Action Plan will be placed on file in the Office of the City Clerk.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10-28-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

**RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE CALENDAR YEAR
ENDING DECEMBER 31, 2014**

Initiator

Department/Division	Administration	Office of Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

In accordance with OMB Circular A-133, 98-07, and Local Finance Notice CFO 97-16, all government units must prepare and submit a Corrective Action Plan as part of the annual audit process

I certify that all the facts presented herein are accurate.



10/20/15

CITY OF JERSEY CITY

HUDSON COUNTY



CORRECTIVE ACTION PLAN

CY 2014 ANNUAL AUDIT

**COMMENTS AND RECOMMENDATIONS
FOR THE YEAR ENDED DECEMBER 31, 2014**

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2014
Department: Administration
Division: Management & Budget
Respondent: Donna Mauer

Finding Number: FINDING 1

Description: Testing of grant receipts in the City's State and Federal Grants Fund indicated instances in which grant receipts were posted to incorrect grant lines.

Analysis: The City should make certain receipts are posted to correct grants and grant years. The receipt of grant monies should be coordinated between City Department personnel administering the grants and Accounts and Control to facilitate proper recording of receipts.

Corrective Action:

The Budget Office is in the process of correcting all postings. An employee has been assigned to this project.

Implementation Date:

On-Going

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2014
Department: Administration
Division: Management & Budget
Respondent: Donna Mauer

Finding Number: FINDING 2

Description: The City's State and Federal Grants Fund has outstanding receivables and appropriations reserved as follows:

Years <u>Outstanding</u>	Grant <u>Year</u>	Grants <u>Receivable</u>	Appropriated <u>Reserves</u>
1	2014	\$ 20,922,701	\$ 17,368,147
2	2013	11,417,872	4,214,711
3	2012	8,425,235	2,339,900
4	2011	4,287,644	7,400,090
5	2010	4,200,447	3,023,707
6 - 10	2005-2009	6,188,786	8,292,581
> 10	Prior to 2005	<u>1,201,890</u>	<u>5,640,290</u>
		<u>\$ 56,644,575</u>	<u>\$ 48,279,426</u>

The above aging schedule indicates a significant portion of grant receivables which will likely be uncollectible and reserves for programs which may no longer be active.

In addition, Local Law Enforcement Block Grant monies remain on the books of the Trust Fund totaling \$368,984, increasing annually only by interest earned.

Analysis: The City should investigate grants with dormant receivable and reserve balances for proper follow-up or disposition, including: consideration of the collectability of the grants, whether receivable and reserve balances exist as

a result of charges to incorrect grant years and whether aged reserves are expendable or must be returned to grantor agencies.

Corrective Action:

The Budget Office is in the process of reviewing all grant revenue and receivable accounts. Several accounts have already been corrected. An employee has been assigned to this project.

Implementation Date:

On-Going

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2014
Department: Human Resources
Division: Human Resources
Respondent: Robert Kakoleski, Business Administrator

Finding Number: FINDING 3

Description: Audit testing designed to determine whether employee deductions and W-4 forms are properly authorized could not be completed because supporting documentation was archived, stored and otherwise unavailable for review.

Analysis: W-4 forms and documentation supporting employee deductions should be retained permanently in employee personnel files.

Corrective Action:

The City is working on a plan to ensure Personnel documents are stored properly.

Implementation Date:

On-Going

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2014
Department: Administration
Division: Purchasing
Respondent: Peter Folgado

Finding Number: FINDING 4

Description: Procurement testing indicated two instances of which vendors were paid in excess of the bid threshold without public bidding and for which no exception to the Local Public Contracts Law was noted.

Analysis: The City should monitor aggregated amounts paid to vendors and publicly advertise for bid when such amounts are expected to reach bid thresholds.

Corrective Action:

The Division of Purchasing will closely monitor the aggregated amounts that are paid to vendors to ensure they are not in excess of the bid threshold.

Implementation Date:

Immediately

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY

County: Hudson

Audit Report Year: 2014

Department: Administration

Division: Purchasing

Respondent: Peter Folgado

Finding Number: FINDING 5

Description: Whereas N.J.S.A. 40A:11-23 requires all advertisements for bids to be published in an official newspaper of the City at least 10 days in advance of the bid reception date, audit testing noted one instance in which the bid advertisement date only preceded the bid reception date by 7 days.

Analysis: Bid advertisements should be published in accordance in N.J.S.A. 40A:11-23.

Corrective Action:

The Division of Purchasing will make sure that all bids are advertised in accordance with the law.

Implementation Date:

Immediately

SECTION II
SCHEDULE OF FINANCIAL STATEMENT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2014

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Name of Municipality: CITY OF JERSEY CITY

County: Hudson

Audit Report Year: 2014

Finding 2014-001

Noncompliance Material to Basic Financial Statements

Criteria: The Requirements of Audit and Accounting, issued by the Division, Internal Control Questionnaire Section XII, requires Deferred Charges to Future Taxation – Unfunded balances over five years old as of year-end, where the projects have been completed and payments made from cash not provided by the particular ordinances with unfinanced costs, and cash deficits noted in the Analysis of General Capital Fund Cash for ordinances over five years old, to have their funding provided for.

Condition: Unfinanced costs totaling \$37,692,303 for capital projects over five years old remain on the City's books, consisting of \$27,790,616 for general and school projects and \$9,901,687 for water projects.

Corrective Action: The City is in the process of funding Unfunded Deferred Charges to Future Taxation and Water Rents in excess of five years old from which unfinanced costs have been paid.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Name of Municipality: CITY OF JERSEY CITY

County: Hudson

Audit Report Year: 2014

Finding 2014-002

Material Weakness in Internal Control

Criteria: Sound accounting policies suggest that the City is required to reconcile and compare information reported in its financial records to the underlying accounting records and reports provided to and from grantor and oversight agencies.

Condition: Community Development Block Grant (CDBG), Home Investment Partnership Grant (HOME), Housing Opportunities for Persons with AIDS (HOPWA) and Emergency Shelter Grant (ESG) funds receivable and on reserve, or available for expenditure, in the City's general ledger were not reconciled with the IDIS system used for reporting such activity to the Department of Housing and Urban Development.

Urban Enterprise Zone (UEZ) funds receivable and on reserve were not reconciled with the amounts recorded on the books and records of the Jersey City Economic Development Corporation (JCEDC).

There are instances in which Capital Fund Improvement Authorization and State and Federal Grant Reserve balances reported in the Annual Financial Statement do not agree with the amounts noted in the subsidiary ledgers run from the City's accounting system

Corrective Action: The City is currently implementing financial reporting and closing procedures for Grant Reserves, Capital Improvement Authorizations and other applicable accounts to the underlying accounting records and reports provided to and from grantor and oversight agencies, where applicable.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Name of Municipality: CITY OF JERSEY CITY

County: Hudson

Audit Report Year: 2014

Finding 2014-003

Significant Deficiency in Internal Control

Criteria: The City is required by N.J.A.C. 5:30-5.6 to establish and maintain a physical inventory of fixed assets of nonexpendable, tangible property. The reporting system must have a subsidiary ledger, consisting of detailed property records for controlling additions, retirements and transfers of fixed assets. Further, the subsidiary ledger is required to ensure that property records are maintained accurately, to reflect a description and source of the property, its ownership, the acquisition cost and date, the percentage of Federal participation in the acquisition, and the location, use, and condition of the property.

Condition: Some assets on the fixed assets inventory listing could not be verified by physical inspection. The City's asset tagging, disposal and transfer policies are not being followed by department personnel.

Corrective Action: The City will be assigning a fixed asset manager that will make certain all physical assets are traceable to the fixed assets inventory listing.

This manager will reinforce the existing fixed asset disposal and transfer policies with appropriate department personnel and make certain such procedures are followed.

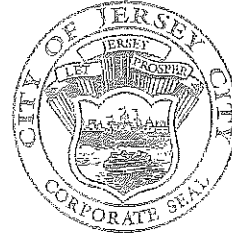
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.752

Agenda No. 10.C

Approved: OCT 28 2015

TITLE:



AUTHORIZE REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATES# 020278 & 2005-0778 SOLD TO GARDEN PINES, INC.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold tax sale certificates # 020278 and 2005-0778 on 12 Lexington Avenue for Block 18402 Lot19, to **Garden Pines, Inc.**; and

WHEREAS, **Garden Pines, Inc.**, the third party lien holder for certificates # 020278 and 2005-0778 lost the original certificates issued on May 25, 1994 and June 23, 2005; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificates were redeemed on July 30, 2015; and

WHEREAS, the Tax Collector would like to issue duplicate tax sale certificates to **Garden Pines, Inc.** under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that **Garden Pines, Inc.** be given duplicate tax sale certificates.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

AUTHORIZE REPLACEMENT OF LOST THIRD PARTY TAX SALE
CERTIFICATES# 020278 & 2005-0778 SOLD TO GARDEN PINES, INC.

Initiator

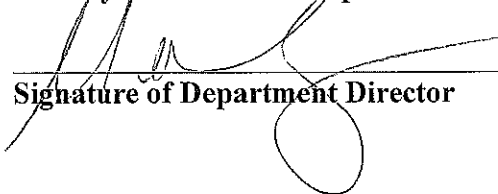
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

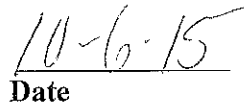
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this resolution is to prepare duplicate tax sale certificates for Garden Pines, Inc. who misplaced the original certificate.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Date: September 30, 2015

AFFIDAVIT FOR LOST TAX SALE CERTIFICATE # 020278

I hereby certify that the original tax sale certificate for Block 18402,

Lot 19, Qual _____ known as 12 Lexington Avenue, has

been lost and not assigned to another party.

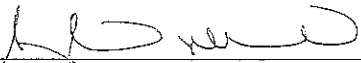
I am executing this affidavit in order to induce the Jersey City

Tax Collector to issue a duplicate certificate for this tax sale certificate.



Scott Heagney

For: Garden Pines, Inc.



Notary Public

SYLVIA ULLRICH

NOTARY PUBLIC OF NEW JERSEY

ID# 2323945

My Commission Expires Jan. 13, 2020

Date: September 30, 2015

AFFIDAVIT FOR LOST TAX SALE CERTIFICATE # 2005-0778

I hereby certify that the original tax sale certificate for Block 18402,

Lot 19, Qual _____ known as 12 Lexington Avenue, has

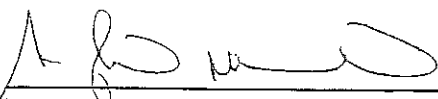
been lost and not assigned to another party.

I am executing this affidavit in order to induce the JERSEY CITY

Tax Collector to issue a duplicate certificate for this tax sale certificate.



Scott Heagney
For: Garden Pines, Inc.



Notary Public

SYLVIA ULLRICH
NOTARY PUBLIC OF NEW JERSEY
ID# 2323945
My Commission Expires Jan. 13, 2020

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-753

Agenda No. 10.D

Approved: OCT 28 2015

TITLE:



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$499,466.20 AND A REDUCTION IN ASSESSMENTS TO SETTLE A TAX APPEALS FILED BY VARIOUS PROPERTY OWNERS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, a complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated on the attached Schedule A; and

WHEREAS, the Office of the Tax Collector has reviewed these settlements and computed the amount of refund or credit that will result from the implementation of these settlements; and

WHEREAS, both the taxpayers and the City agree that all interest payments on any such refund shall be waived by the taxpayers if such refunds shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, after consulting with the Office of the Tax Assessor and reviewing appraisal reports prepared by the taxpayers and by certified real estate appraisers engaged by the City, the Tax Assessor and Tax Counsel have recommended that the complaints be settled at the assessments specified below; and

WHEREAS, these settlements will reduce the assessments to reflect the actual fair assessable value of the property consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached Schedule.

This settlement will result in a refund and/or credit in the amount of \$499,466.20.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10-28-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Schedule A - Dated: October 5, 2015; Meeting: October 14, 2015

Block	Lot	Qual.	Address	Tax Year	Taxpayer/Owner	Description	Present Assessment	Settled Assessment	Assessment Reduction	Refund
7303	14	X	20 Mall Drive East	2012	Newport Centre, LLC c/o Federated	3 Story Commercial Bldg.	\$26,897,000	\$8,307,200	\$18,589,800	\$442,034.14
1864	R.1		2844 Kennedy Blvd.	2010	51 Journal Square, Co.	2 Story Commercial Bldg.	\$ 1,100,000	\$ 1,000,000	\$ 100,000	\$ 6,903.00
1864	R.1		2844 Kennedy Blvd.	2011	51 Journal Square, Co.	2 Story Commercial Bldg.	\$ 1,100,000	\$ 1,000,000	\$ 100,000	\$ 7,008.00
10602	9		2844 Kennedy Blvd.	2012	51 Journal Square, Co.	2 Story Commercial Bldg.	\$ 1,100,000	\$ 1,000,000	\$ 100,000	\$ 7,184.00
10602	9		2844 Kennedy Blvd.	2013	51 Journal Square, Co.	2 Story Commercial Bldg.	\$ 1,100,000	\$ 1,000,000	\$ 100,000	\$ 7,466.00
10602	9		2844 Kennedy Blvd.	2014	51 Journal Square, Co.	2 Story Commercial Bldg.	\$ 1,100,000	\$ 1,000,000	\$ 100,000	\$ 7,434.00
27401	2.02		Central RR	2012	Black Bear Hollow, LLC	Vacant Land	\$ 525,800	\$ 373,000	\$ 152,800	\$ 10,977.15
27401	5		Central RR	2012	Black Bear Hollow, LLC	Vacant Land	\$ 190,400	\$ 138,900	\$ 51,500	\$ 3,699.76
27401	18		Central RR	2012	Black Bear Hollow, LLC	Vacant Land	\$ 332,800	\$ 238,700	\$ 94,100	\$ 6,760.14
Total									\$499,466.20	

15.753
OCT 28 2015

**CITY OF JERSEY CITY
INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE TAX ASSESSOR**

DATE: 5 OCTOBER 2015

TO: ROLANDO LAVARRO, COUNCIL PRESIDENT, & MEMBERS OF THE CITY COUNCIL

FROM: EDUARDO TOLOZA, TAX ASSESSOR

SUBJECT: PROPOSED RESOLUTION/TAX APPEAL SETTLEMENT AGREEMENTS

=====

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owner of the properties listed on the attached Schedule. The refunds result from agreements that the assessment on the properties fell outside the range permitted for the tax years in question. The total tax dollar refund for these appeals is \$499,466.20.

I recommend these settlements as being in the best interest of the City.

ET/mbh

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

Resolution Authorizing a Refund/Credit of \$499,466.20 and a Reduction in Assessment to Settle Tax Appeals filed by the Property Owners.

Initiator

Department/Division	Office of the City Assessor	Office of the City Assessor
Name/Title	Ed Toloza	Assessor
Phone/email	Ext. 4707	Edward@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owner of the properties listed on the attached Schedule. The refunds result from agreements that the assessments on the property fell outside the range permitted for the tax years in question. The total tax dollar refund for these appeals is \$499,466.20.

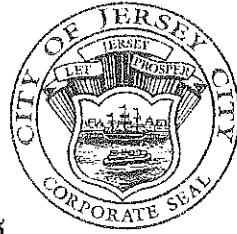
I certify that all the facts presented herein are accurate.

Signature of Department Director

10/7/15
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.754
Agenda No. 10.E
Approved: OCT 28 2015



TITLE:

Jessy Passantino *2015 New Jersey National American Miss Princess*

Council as a whole offered and moved for the adoption of the following resolution:

WHEREAS, *Jessy Passantino*, a 7-year-old resident of the City of Jersey City, was a participant in her first ever pageant this year, choosing to enter to compete to be crowned the National American Miss; and

WHEREAS, to fulfill the community service component of the National American Miss competition, *Jessy Passantino* chose to organize a book drive that resulted in a donation of more than 60 books to the Jersey City Free Book Store, in addition to contributing her time to raise awareness of pet adoption at the Union City Paw Fest; and

WHEREAS, as a bright and energetic individual, *Jessy Passantino* is devoted to her school work at PS-27, after which she wants to go on to become a scientist with the goal of doing research that will help find a cure for cancer; and

WHEREAS, *Jessy Passantino* is also an experienced dancer who trains regularly at My Passion Dance Studio, which is where she learned some of the on-stage skills necessary to help her compete in the National American Miss competition, and

WHEREAS, through her hard work, natural talents, and outstanding personality, *Jessy Passantino* was named the overall winner of the Casual Wear Modeling and Talent portions of the 2015 National American Miss competition, and ultimately the title of 2015 New Jersey National American Miss Princess; and

WHEREAS, *Jessy Passantino* will travel this November to Los Angeles, California to represent New Jersey in her age division and will compete against peers from every other state in the United States of America for the title of National American Miss Princess;

NOW, THEREFORE, BE IT RESOLVED THAT the Municipal Council of the City of Jersey City does hereby congratulate *Jessy Passantino* for being crowned as the 2015 New Jersey National American Miss Princess, and extend their sincere wishes for *Jessy Passantino* to enjoy similar success at the nationwide National American Miss competition this November.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.755

Agenda No. 10.F

Approved: OCT 28 2015

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM NEW LEGACY BOOKS

COUNCIL AS WHOLE
Resolution:

Offered and moved adoption of the following

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

WHEREAS, by a letter dated October 19, 2015, the City of Jersey City committed to accept a gift of 200 books donated by New Legacy Books, valued at three hundred dollars to the City of Jersey City to be used solely to expand the reach of Health and Human Services' Lead Poisoning Prevention Program; and

WHEREAS, the City of Jersey City is desirous of accepting this gift.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The acceptance of a donation valued at three hundred dollars from New Legacy Books to be used to expand the reach of Health and Human Services' Lead Poisoning Prevention Program; and
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.
3. The City of Jersey City hereby thanks New Legacy Books for their generosity.

APPROVED: [Signature] *for SA*

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the City of Jersey City to accept a gift from New Legacy Books

Initiator

Department/Division	Health and Human Services	
Name/Title	Stacey Flanagan	
Phone/email	201-547-5945	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

On October 19, 2015 the City of Jersey commits to accept the gift of 200 books valued at \$300.00 by New Legacy Books to be used solely to expand the reach of Health and Human Services' Lead Poisoning Prevention Program

I certify that all the facts presented herein are accurate.


Signature of Department Director

10.20.15
Date

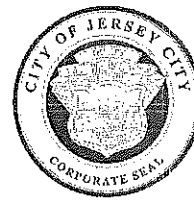


STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY

OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

October 19, 2015

Matthew Laiacona
112 East Avenue Unit 7B
Hackettstown, New Jersey

Re: Gift to The City of Jersey City's Lead Poisoning Prevention Program

Dear Mr. Laiacona:


It is one of the top priorities of the Fulop administration to improve the health and wellness for all of the residents in our city. To that end, we have been working to prevent the occurrence of lead poisoning through testing, education, and prevention. Our Lead Clinic, housed within the Department of Health & Human Services, has been working tirelessly to achieve a lead-free Jersey City.

Your generous gift of children's books about lead prevention, valuing three hundred dollars will allow us to continue the conversation from knowing the risk factors and symptoms of lead poisoning to creating healthier environments for all Jersey City residents, especially children. We thank you for your generosity.

Upon receipt of this gift, we are committed to using the books as giveaways to children who visit our lead clinic or attend any of the events at which HHS offers lead testing.

Again, we thank you for your generosity.

Sincerely,


Steven M. Fulop

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.756

Agenda No. 10.6

Approved: OCT 28 2015

TITLE:



RESOLUTION AUTHORIZING THE OFFICE OF INNOVATION TO APPLY FOR A NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION RECYCLING IN PUBLIC SPACES GRANT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Office of Innovation is seeking to revitalize commercial corridors in Jersey City; and

WHEREAS, residents and business owners in commercial corridors have noted waste management and recycling rates are challenges needing to be addressed; and

WHEREAS, the New Jersey Department of Environmental Protection provides grant opportunities to finance services and programs that will help improve recycling rates in public spaces; and

WHEREAS, The Office of Innovation is seeking funding to cover the purchase of new waste and recycling receptacles for commercial corridors in Jersey City and also to create a waste management and recycling awareness campaign; and

WHEREAS, the Jersey City Office of Innovation seeks to apply to the New Jersey Department of Environmental Protection for a grant in the sum of \$15,975.00, with a requirement of a 1:1 cost match; and

WHEREAS, the Office of Innovation will partner with the Department of Public Works to implement this program.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor and/or Business Administrator are hereby authorized to enter into a contract with the New Jersey Department of Environmental Protection on behalf of the Jersey City Department of Public Works and the Office of Innovation.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

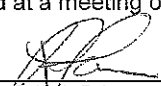
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10 28 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE OFFICE OF INNOVATION TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE 2015 FOOD WASTE, TIRE CLEAN-UP & PUBLIC SPACE BONUS RECYCLING GRANT PROGRAM

Initiator


Department/Division	Mayor's Office / Office of Innovation	Grants
Name/Title	Brian Platt	Director
Phone/email	201-988-2432	bplatt@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this application is to apply for funding to provide services and equipment that will help increase recycling and reduce littering in Jersey City's commercial corridors. The grant will cover new recycling and waste receptacles and an awareness campaign. The grant amount, if awarded, is \$15,975, with the total project cost estimated at \$31,950.

I certify that all the facts presented herein are accurate.



Signature of Office of Innovation Director

10/21/15

Date

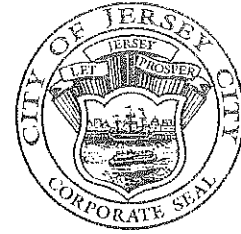
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-757

Agenda No. 10-H

Approved: OCT 28 2015

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR
CDBG, ESG, HOPWA AND HOME AUTHORIZING PROGRAM CONTRACTS UNDER THE
HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2015 THROUGH
MARCH 31, 2016**

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$5,153,513 in Community Development Block Grant (CDBG) funds; \$341,778 Additional Community Development Block Grant (CDBG) funds; \$1,284,311 in HOME Investment Partnerships Program (HOME) funds; \$2,557,844 in Housing Opportunities for Persons With AIDS (HOPWA) funds and \$472,063 in Emergency Solutions Grant (ESG) funds for Fiscal year 2015; and

WHEREAS, the City of Jersey City has developed a Five (5) Year Consolidated Plan and One (1) Year Action Plan consistent with the City's needs and federal regulations; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has approved the City's 2015-2019 Consolidated Plan and FY2015 Annual Action Plan; and

WHEREAS, most of the activities proposed in the City's application require the use of agencies and subgrantees; and

WHEREAS, the attached entities are eligible under 24 CFR Part 570, 24 CFR Part 92, 24 CFR Part 574 and 24 CFR Part 576; and

WHEREAS, the City of Jersey City has complied with all program requirements and will continue to administer the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Housing Opportunities for Persons With AIDS (HOPWA) and HOME Investment Partnerships Program (HOME) in compliance with such requirements; and

WHEREAS, 24 CFR85; 570.1; 570.204(c); 570.3; (c); 570.500; 570.501-503 requires all subrecipients to be named in the application for approval by HUD; and

WHEREAS, a copy of the Subgrantee Agreements memorializing these contracts will be on file at the Office of the City Clerk; and

WHEREAS, these agreements are exempt from public bid according to N.J.S.A. 40A:11-5.

TITLE: **OCT 28 2015**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR
CDBG, ESG, HOPWA AND HOME AUTHORIZING PROGRAM CONTRACTS UNDER THE
HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2015 THROUGH
MARCH 31, 2016**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is hereby authorized to accept and execute HUD Entitlement Grant Agreements and to execute Subgrantee Agreements with subgrantees identified on the attached list, under the year 2015 HUD entitlement program and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development (DCD) during the fiscal year
2. Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, in substantially the form attached, and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

City Clerk File No. Res. 15.757Agenda No. 10-HTITLE: **OCT 28 2015 2015 CDBG – PUBLIC SERVICE PROGRAM**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
ASPIRA Inc. of New Jersey	\$ 17,500	57-200-56-851-914	118806
Big Brothers, Big Sisters of Essex, Hudson and Union Counties	\$ 55,200	57-200-56-851-829	118807
Boys & Girls Club of H.C. - Heights Outreach	\$ 10,800	57-200-56-851-865	118808
Boys & Girls Club of H.C. - Youth Achievement Center	\$ 13,000	57-200-56-851-906	118809
C-Line Community Outreach Services Inc.	\$ 14,800	57-200-56-851-974	118810
Concordia Learning Ctr. @ St. Joseph's School for the Blind	\$ 12,600	57-200-56-851-835	118811
Educational Arts Team, Inc	\$ 17,000	57-200-56-851-978	118812
Girl Scouts Heart of New Jersey	\$ 20,000	57-200-56-851-629	118813
Grace Van Vorst Community Services	\$ 22,000	57-200-56-851-816	118814
H.C. Court Appointed Special Advocates (CASA)	\$ 50,000	57-200-56-851-878	118815
Jackie Robinson Little League	\$ 13,500	57-200-56-851-611	118816
JC Connections dba Hudson Pride	\$ 20,000	57-200-56-851-850	118817
Jersey City Employment and Training Commission	\$ 114,400	57-200-56-851-513	118818
Kennedy Dancers (Inner City Youth)	\$ 15,000	57-200-56-851-965	118819
Kennedy Dancers (Senior Citizens)	\$ 10,000	57-200-56-851-633	118820
KIDZ 1 st , Inc.	\$ 9,800	57-200-56-851-510	118821
Lincoln Park Little League	\$ 13,500	57-200-56-851-886	118822
Nimbus Dance Works	\$ 5,000	57-200-56-851-630	118823
PAN American Concerned Citizens Action League	\$ 12,000	57-200-56-851-815	118824
Philippine American Friendship Committee, Inc. (PAFCOM)	\$ 14,850	57-200-56-851-851	118825
Pershing Field Babe Ruth League, Inc.	\$ 13,500	57-200-56-851-610	118826
Starting Points	\$ 22,000	57-200-56-851-996	118827
Team Walker, Inc.	\$ 10,000	57-200-56-851-840	118828
Urban League of Hudson County (General Social Services)	\$ 15,000	57-200-56-851-925	118829
Urban League of Hudson County (Power Up)	\$ 9,000	57-200-56-851-923	118830
Washington Park Little League	\$ 13,500	57-200-56-851-993	118831
WomenRising, Inc. (Domestic Violence Services)	\$ 28,000	57-200-56-851-911	118832
WomenRising, Inc. (Strong Foundations)	\$ 32,800	57-200-56-851-924	118833
York Street Project -The Kenmare H.S. (Job Readiness Svc.)	\$ 8,000	57-200-56-851-813	118834
Youth Summer Programs	\$ 160,277	57-200-56-851-519	N/A

City Clerk File No. Res. 15.757Agenda No. 10-HTITLE: OCT 28 2015**2015 CDBG REHABILITATION PROGRAM**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Concordia Learning Center @ St. Joseph's School for the Blind	\$ 42,000	57-200-56-851-835	118835
JC Redevelopment Agency (JCRA) - Berry Lane Park	\$ 1,200,000	57-200-56-851-927	118836
J.C. Division of Community Development (HORP)	\$ 500,000	57-200-56-851-930	118837
J.C. Division of Community Development (Relocation Assistance)	\$ 93,749	57-200-56-851-935	118838
J.C. Dept. of Public Works (Sidewalk and Curb Repair)	\$ 846,279	57-200-56-851-622	118839
Let's Celebrate Housing Inc.	\$ 15,000	57-200-56-851-530	118840
Philippine Community Center Foundation of N.J.	\$ 35,000	57-200-56-851-997	118841
Rebuilding Together J.C., Inc. (Citywide)	\$ 45,000	57-200-56-851-872	118842
Team Walker	\$ 98,759	57-200-56-851-840	118843
York Street Project	\$ 90,000	57-200-56-851-813	118844

2015 HOME PROGRAM

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Administration	\$ 128,431	36-200-56-908-101	N/A
Garden State Episcopal CDC (Hill Top View Rehab/New) (CHDO Set Aside)	\$ 1,000,000	36-200-56-908.	118847
108 Storms, LLC	\$ 155,880	36-200-56-908.	118848

2015 HOPWA PROGRAM

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Administration	\$ 76,735	37-200-56-909-101	N/A
Cornerstone Outreach Program/HC Resource Center	\$ 1,014,274	37-200-56-909-589	118849
Garden State Episcopal CDC -Hudson CASA Emergency Housing	\$ 81,071	37-200-56-909-984	118850
Let's Celebrate, Inc. - TBRA	\$ 525,651	37-200-56-909-983	118851
Let's Celebrate, Inc. - STRMU	\$ 236,044	37-200-56-909-979	118852
Catholic Charities Archdiocese of Newark - Franciska Residence	\$ 273,084	37-200-56-909-980	118853
Catholic Charities Archdiocese of Newark - Canaan House	\$ 96,159	37-200-56-909-542	118854
Garden State Episcopal CDC -Corpus Christi Ministry Housing	\$ 254,826	37-200-56-909-588	118855

2015 ESG PROGRAM

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Catholic Charities Archdiocese of Newark - Hope House	\$ 67,175	49-200-56-903-920	118856
Catholic Charities Archdiocese of Newark - St. Lucy's	\$ 173,482	49-200-56-903-742	118857
Garden State Episcopal CDC (Hudson CASA) -HPRP	\$ 188,825	49-200-56-903-546	118858
Palisade Emergency Residence Corp (PERC)	\$ 42,581	49-200-56-903.	118859

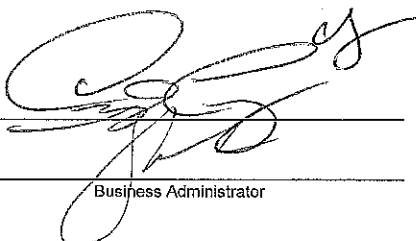
City Clerk File No. Res. 15.757Agenda No. 10.HTITLE: OCT 28 2015**2015 ECONOMIC DEVELOPMENT PROGRAM**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Hudson Community Enterprises, Inc.	\$ 100,000	57-200-56-851-961	118845
Rising Tide Capital, Inc.	\$ 300,000	57-200-56-851-631	118846

2015 ADMINISTRATION

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
J.C. Division of Community Development (DCD)	\$ 1,099,058	57-200-56-851-918	N/A
J.C. Housing Code Enforcement (HCE)	\$ 89,999	57-200-56-851-529	N/A

Domina Mauer
CHIEF FINANCIAL OFFICER

APPROVED: 
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel
Certification Required ☐
Not Required ☐

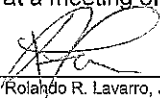
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR CDBG, ESG, HOPWA AND HOME AUTHORIZING PROGRAM CONTRACTS UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2015 THROUGH MARCH 31, 2016

Initiator

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	x5304	CGandulia@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

FY15 HUD Entitlement Grant application for City of Jersey City

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

10/19/15

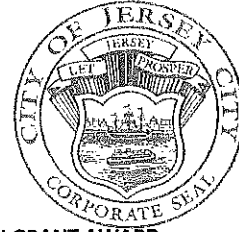
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.758

Agenda No. 10.1

Approved: OCT 28 2015

TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO ACCEPT AN GRANT AWARD FOR FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE; OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS), FOR PARTICIPATION IN THE COPS ANTI-GANG INITIATIVE (CAGI)

COUNCIL
following resolution.

Offered and moved adoption of the

WHEREAS, the U.S. Department of Justice Office of Community Oriented Policing Services issued a notice of grant funding for the FY 2015 COPS Anti-Gang Initiative (CAGI)

WHEREAS, the Anti-Gang Initiative grant provide municipalities the resources needed by providing funds to address gang activity; and

WHEREAS, the Jersey City Police Department has documented gang, gun, and drug, activity within various Jersey City neighborhoods; and

WHEREAS, the Jersey City Police Department has an active Gang Initiative Task Force where we have been focusing on gang activity and violent crimes citywide; and

WHEREAS, the Jersey City Police Department desires to accept funding under the FY 15 COPS Anti-Gang Initiative (CAGI) in the amount of \$750,000.00 with no match requirement to be used over a two year grant period;

WHEREAS the Jersey City Police Department will use these funds to hire a State Certified Crime Analyst, purchase equipment and supplies needed by the work unit, pay for grant required training, and pay for undercover task force tactical operations overtime associated with the grant conducted by the Jersey City Police Departments Street Crimes Unit under the COPS Anti-Gang Initiative Grant;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Office of Budget and Management is authorized to establish a grant account in the amount of \$750,000.00 broken down as follows:
 - 1) \$579,735.00 for Overtime salaries for COPS Anti-Gang Initiative overtime undercover operations.
 - 2) \$5,710.00 for the Purchase of needed Surveillance Equipment.
 - 3) \$8,438.00 for required COPS Office travel and training associated with the CAGI project.
 - 4) \$153,600.00 for salary and fringe benefits to hire a State Certified Crime Analyst for a period of 2 years which is the duration of the grant.

APPROVED: [Signature]

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO ACCEPT AN GRANT AWARD FOR FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE; OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS), FOR PARTICIPATION IN THE COPS ANTI-GANG INITIATIVE (CAGI)

Initiator

Department/Division	Police Department	Grants
Name/Title	Elyse Gibbs	Supervising Analyst Grant Applications Program Monitor
Phone/email	201-547-5413 or 862-754-1820	ejgibbs@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this grant award will be to fund the anti-gang task force overtime operations that target gang activity, focusing on enforcement, prevention and education, and intervention. Funding will be used for task forces working out of the Street Crimes Division that target gangs of national significance, disrupt gangs that are involved in human trafficking, and/or traffic methamphetamine. Also note this is a 2 year grant (24 months) from the COPS designated start date the award for this project is \$750,000.00 and there will be no match requirement to the city.

I certify that all the facts presented herein are accurate.



Signature of Public Safety Director

10/19/15

Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES

COPS

145 N Street, N.E., Washington, DC 20530

Award Document

COPS Anti-Gang Initiative Program (CAGI)

CFDA - 16.710 -- Public Safety Partnership and Community Policing Grants

Treasury Account Symbol (TAS) 15X0406

Grant Number: 2015GVWX0004

ORI Number: NJ00906

OJP Vendor Number: 226002073

Applicant Organization's Legal Name: Jersey City

DUNS Number: 0675014030000

Law Enforcement Executive: Director of Public Safety James Shea

Government Executive: Mayor Steyen Fulop

Award Start Date: 09/01/2015

Award End Date: 08/31/2017

Award Amount: \$750,000.00

The FY 2015 COPS Anti-Gang Initiative (CAGI) program advances public safety by providing funds to multijurisdictional task forces to address gang activity. CAGI provides funding for 24 months to the lead law enforcement agency of a multijurisdictional task force with Federal, State, and local law enforcement partnerships. Funds awarded will be used to support regional anti-gang task forces focusing on enforcement, prevention/education, and intervention of gang activity. In addition, CAGI provides funding for the following approved costs: sworn officer salaries and fringe benefits, civilian salaries and fringe benefits, overtime for sworn officers engaging in gang-related activities, equipment/technology, supplies, travel/training, and contracts/consultants. CAGI funding may be used to support approved law enforcement personnel costs for allied agencies' officers participating in a multijurisdictional anti-gang initiative.

The Financial Clearance Memorandum (FCM), included in your award package, is incorporated by reference into this Award Document and shall become part of this Award Document. By signing this Award Document, the grantee agrees to abide by all FY 2015 COPS Anti-Gang Initiative Grant Terms and Conditions; the approved budget in the FCM, and if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document.

Ronald L. Davis
Director

Date: 09/22/2015

James Shea

10/06/2015

Signature of the Program Official with the Authority to
Accept this Grant Award

Date

Steven Fulop

10/08/2015

Signature of the Financial Official with the Authority to
Accept this Grant Award

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

U.S. Department of Justice
Office of Community Oriented Policing Services
2015 COPS Anti-Gang Initiative Grant Terms and Conditions

By signing the Award Document to accept this COPS Anti-Gang Initiative (CAGI) grant, your agency agrees to abide by the following grant conditions:

1. **Grant Owner's Manual.** The grantee agrees to comply with the terms and conditions in the 2015 COPS Anti-Gang Initiative (CAGI) Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) (Contract Cost Principles and Procedures); other representations made in the grant application for the COPS Anti-Gang Initiative; and all other applicable program requirements, laws, orders, regulations, or circulars.
2. **Assurances and Certifications.** The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its grant application.
3. **Allowable Costs.** The funding under this project is for the payment of approved costs for activities related to the establishment and enhancement of a variety of problem-solving strategies to address gang activity in your jurisdiction. The allowable costs for which your agency's grant has been approved are limited to those listed on the Financial Clearance Memorandum (FCM), which are included in your agency's award package. The FCM specifies the exact items that your agency is allowed to fund with your CAGI grant, and specifies the overall amount approved for each budget request category. **Your agency may not use CAGI grant funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.**
4. **Supplementing, Not Supplanting.** Awardees must use COPS Anti-Gang Initiative grant funds to supplement, and not supplant, state, local, or federal funds that are already committed or otherwise would have been committed for grant purposes (hiring, training, purchases, and/or activities) during the grant period. In other words, awardees may not use COPS funds to supplant (replace) state, local, or federal funds that would have been dedicated to the COPS-funded item(s) in the absence of the COPS grant.
5. **Extensions.** Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Grants may be extended a maximum of 24 months beyond the initial award expiration date. Any request for an extension beyond 24 months will be evaluated on a case-by-case basis. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include technology implementation delays, training delays, or other circumstances that interrupt the 24-month grant funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 24 months of funding. **Extension requests must be received prior to the end date of the award.**
6. **Modifications.** Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Anti-Gang Initiative award. Grant modifications under CAGI are evaluated on a case-by-case basis. All modification requests involving the purchase of new budget items must be approved, in writing, by the COPS Office prior to their implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
7. **Evaluations.** The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Anti-Gang Initiative. The grantee agrees to cooperate with the monitors and evaluators.
8. **Reports/Performance Goals.** To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting quarterly programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS funding.
9. **Grant Monitoring Activities.** Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS CAGI grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.
10. **Federal Civil Rights.** As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin (which includes providing limited English proficient persons meaningful access to your programs), sex, disability or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. part 42 (subparts C, D, E, G, and I). You also agree to comply with Executive Order 13279 Equal Treatment for Faith-Based

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Organizations and its implementing regulations at 28 C.F.R. Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based organizations on the basis of belief or non-belief.

11. **Equal Employment Opportunity Plan.** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. **Contracts and/ or MOUs with Other Jurisdictions.** Equipment, technology, training, vehicles, sworn law enforcement officer positions and civilian positions, awarded may only be used for law enforcement activities or services that exclusively benefit your agency/taskforce and the population that it serves. The items funded under the CAGI grant cannot be utilized by other agencies/taskforces unless the items would exclusively benefit the population that your agency/taskforce serves.

13. **False Statements.** False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.

14. **Duplicative Funding.** The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

15. **Additional High-Risk Grantee Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk grantee (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.207 as adopted by the Department of Justice in 2 C.F.R. § 2800.101).

16. **System for Award Management (SAM) and Universal Identifier Requirements.** The Office of Management and Budget requires federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

A. Requirement for System for Award Management (SAM) Registration

Unless you are exempted from this requirement under 2 C.F.R. Part 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. *Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.*
2. *May not make a subaward to an entity unless the entity has provided its DUNS number to you.*

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
2. *Data Universal Numbering System (DUNS) number* means the nine- or thirteen-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet at <http://fedgov.dnb.com/webform>.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
 - a. A Governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:

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- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

17. Reporting Subaward and Executive Compensation. The Office of Management and Budget requires Federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1 of this award term:

- i. As part of your registration profile at www.sam.gov.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

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If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. *Subawards, and*
- ii. *The total compensation of the five most highly compensated executives of any subrecipient.*

e. Definitions. For purposes of this award term:

- i. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a state, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - iv. A federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive means officers, managing partners, or any other employees in management positions.*
3. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient means an entity that:*
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

18. Criminal Intelligence Systems. Grantees using CAGI funds to operate an interjurisdictional criminal intelligence system must comply with operating principles of 28 C.F.R. Part 23. The grantee acknowledges that it has completed, signed, and submitted with its grant award the relevant Special Condition certifying its compliance with 28 C.F.R. Part 23.

19. Sole Source Justification. CAGI grantees who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$150,000, and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down grant funds for that item or service.

20. Debarment and Suspension. The recipient agrees not to award Federal funds under this program to any party which is debarred or suspended from participation in Federal assistance programs.

21. Employment Eligibility. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

22. Whistleblower Protection. The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he/she reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see Appendix E in the Grant Owner's Manual for a full text of the statute.

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23. **Mandatory Disclosure.** Recipients and subrecipients must timely disclose in writing to the COPS Office or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.338 as adopted by the Department of Justice in 2 C.F.R. § 2800.101.
24. **Conflict of Interest.** Federal awardees and subawardees must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.112 as adopted by the Department of Justice in 2 C.F.R. § 2800.101.
25. **Contract Provisions.** All contracts made by the recipients under the Federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as adopted by the Department of Justice in 2 C.F.R. § 2800.101.
Please see Appendix F in the Grant Owner's Manual for a full text of the contract provisions
26. **Restrictions on Internal Confidentiality Agreements:** No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
27. **Computer Network Requirement.** The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

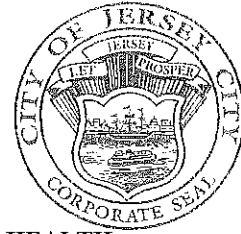
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.759

Agenda No. 10. J

Approved: OCT 28 2015

TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT ADDITIONAL GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF HIV, STD, AND TB SERVICES FOR HIV COUNSELING AND TESTING SERVICES.

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following Resolution:

WHEREAS, the City of Jersey City is desirous of accepting an additional grant award which addresses the Health and HIV needs of residents; and

WHEREAS, the State of New Jersey Department of Health and Senior Services, HIV, STD, AND TB SERVICES is responsible for administering the STD Control Program; and

WHEREAS, this grant is for the period of July 1, 2015 thru June 30, 2016 in the amount of \$72,183.00 which will be allocated under CY 2015 budget will increase by an additional \$50,000; and

WHEREAS, the State of New Jersey will supply all necessary equipment, supplies and training to perform all STAT HIV screening tests for patients seen in the City of Jersey City Preventive Medicine (STD) Clinic approximately valued at \$27,000; and

WHEREAS, the final grant award (EPID15STD007) will increase to \$122,183.00; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the State of New Jersey; and

City Clerk File No. Res. 15.759Agenda No. 10.JTITLE: **OCT 28 2015**

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT ADDITIONAL GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF HIV, STD, AND TB SERVICES FOR HIV COUNSELING AND TESTING SERVICES.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to accept the grant award increase for the City of Jersey City Preventive Medicine Clinic for 2015/2016 in the amount of \$50,000.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the STD Control Grant, including the administrative compliance and audit.
3. The Mayor and/or Business Administrator are hereby authorized to enter into a contract with the **State of New Jersey Department of Health and Senior Services, Division of HIV, STD, AND TB SERVICES** for the provision of STD/HIC prevention, treatment and case management.

APPROVED:  for

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

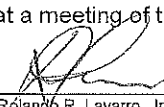
Corporation CounselCertification Required ☐Not Required ☐**APPROVED 9-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE ACCEPTANCE OF ADDITIONAL GRANT MONIES FROM THE NEW
JERSEY STATE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STD CONTROL
PROGRAM.**

Project Manager

Department/Division	HHS	Health, Preventive Medicine, STD
Name/Title	Stacey L. Flanagan	Director, HHS
Phone/email	547-6560	sflanagan@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To accept an additional \$50,000 increase to an already established STD grant award of \$72,183 (EPID15STD007) to coordinate and provide educational and clinical services for HIV counseling and testing services. The new grant award will be \$122,183.

To accept testing equipment, supplies and training provided by the State of New Jersey Department of Health, Division of HIV, STD and TB Services, Trenton, N.J. valued at approximately \$27,000 in addition to the existing \$283,400 of testing. New amount \$310,000.

Cost (Identify all sources and amounts)

Offset costs at HHS

Contract term (include all proposed renewals)

July 1, 2015 – June 30, 2016

Type of award

Grant

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/19/15
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.760

Agenda No. 10.K

Approved: OCT 28 2015



TITLE:

RESOLUTION AUTHORIZING THE AMENDMENT OF A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO IMPROVE BERRY LANE PARK, IMPLEMENTING THE MORRIS CANAL REDEVELOPMENT PLAN

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, it is necessary and in the best interests of the City of Jersey City (the "City") to establish and improve Berry Lane Park, which is a cornerstone of the Morris Canal Redevelopment Plan; and

WHEREAS, the City has capital funds available in the amount \$300,000 in account # 04-215-55-933-990; and

WHEREAS, the capital funds were authorized by City Ordinance 14.131 for the purpose of the "reconstruction, renovation, rehabilitation and improvement of various City public parks and fields, including but not limited to, miscellaneous capital repairs and improvements, various athletic field, court and track improvements, service facility improvements, playground and active child play facility improvements, lighting, sidewalks, fencing, landscaping and tree planting, benches, renovation and improvement of buildings and facilities and the acquisition and installation, as applicable, of various park amenities and equipment."; and

WHEREAS, the Jersey City Redevelopment Agency (the "JCRA") will use the capital funds towards the construction and improvement of Berry Lane Park; and

WHEREAS, in order to provide these services, it is necessary for the City and the JCRA to amend a cooperation agreement previously authorized by Resolution 14-127 on March 26, 2014 and amended by Resolution 15.122 on February 25, 2015 and Resolution 15.234 on April 8, 2015; and

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-39(f) and N.J.S.A. 40A:12A-22(o) authorize such agreements as well as cooperation between a City and its redevelopment agency to implement a redevelopment plan; and

WHEREAS, in addition the JCRA will provide the City access to Berry Lane Park;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute:

- (a) An amendment to the previously authorized Cooperation Agreement executed by the City and the JCRA on April 7, 2014 and amended pursuant to Resolution 15.122 on February 25, 2015 and Resolution 15.234 on April 8, 2015 (substantially in the form attached) subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate; and
- (b) Such additional documents as may be necessary or appropriate to effectuate the implementation of the Cooperation Agreement and redevelopment plan.

City Clerk File No. Res. 15.760Agenda No. 10.KTITLE: OCT 28 2015

**RESOLUTION AUTHORIZING THE AMENDMENT OF A COOPERATION
AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO
IMPROVE BERRY LANE PARK, IMPLEMENTING THE MORRIS CANAL
REDEVELOPMENT PLAN**

I Donna Mauer Donna Mauer, Chief Financial Officer certify that funds
in the amount of \$300,000 are available in Account No. 04-215-55-933-990.
PO# 118871

JMcK
10/20/2015

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>10-28-15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AMENDMENT OF A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO IMPROVE BERRY LANE PARK, IMPLEMENTING THE MORRIS CANAL REDEVELOPMENT PLAN

Project Manager

Department/Division	Office of the Mayor	
Name/Title	Mark Albiez	Chief of Staff
Phone/email	(201) 547-6544	maibiez@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City has capital funds available in the amount \$300,000 in account # 04-215-55-933-990 authorized by City Ordinance 14.131 for the purpose of the "reconstruction, renovation, rehabilitation and improvement of various City public parks." This resolution authorizes the amendment of a Cooperation Agreement to include the capital funds to reimburse the Jersey City Redevelopment Agency for expenses incurred in the construction and improvement of Berry Lane Park.

Cost (Identify all sources and amounts)

\$300,000

Contract term (include all proposed renewals)

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

**Third Amendment to April 7, 2014 Cooperation Agreement between the City of
Jersey City and the Jersey City Redevelopment Agency**

This Third Amendment to the Cooperation Agreement, dated _____, 2015 (the “Amendment”), amends that certain Cooperation Agreement dated April 7, 2014 (the “Original Agreement”), by and between the City of Jersey City (the “City”) and the Jersey City Redevelopment Agency (the “JCRA”).

RECITALS

WHEREAS, pursuant to Resolution No. 14.217 adopted on March 26, 2014, the City was authorized to enter into a Cooperation Agreement with the JCRA regarding the development of Berry Lane Park; and

WHEREAS, the City has capital funds available in the amount \$300,000 in account # 04-215-55-933-990; and

WHEREAS, the capital funds were authorized by City Ordinance 14.131 for the purpose of the “reconstruction, renovation, rehabilitation and improvement of various City public parks and fields, including but not limited to, miscellaneous capital repairs and improvements, various athletic field, court and track improvements, service facility improvements, playground and active child play facility improvements, lighting, sidewalks, fencing, landscaping and tree planting, benches, renovation and improvement of buildings and facilities and the acquisition and installation, as applicable, of various park amenities and equipment.”; and

WHEREAS, pursuant to Resolution 15.234 adopted on April 8, 2015, Article 4 of the Original Agreement was amended and committed the City to reimburse the JCRA up to \$2,408,268.74 for the various work done towards the development of Berry Lane Park; and

WHEREAS, due to the availability of the additional capital funding, the City and the JCRA wish to amend Article 4 of the Original Agreement to include the additional grant funding in the total amount of funds to be reimbursed to the JCRA by the City.

NOW, THEREFORE, in consideration of the premises, and of the mutual obligations undertaken in this Amendment, the Parties, intending to be legally bound, hereby agree as follows:

1. The second sentence of Article 4 is hereby amended and restated in its entirety as follows:

“However, the City agrees to reimburse the JCRA up to \$2,708,268.74 (two million seven hundred eight thousand two hundred sixty-eight dollars and seventy-four cents).

2. Except as set forth in this Amendment, the Original Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

3. Each party hereby represents and warrants to the other party that (i) the execution and delivery of this Amendment and the performance by such party of its obligations hereunder have been duly authorized by all requisite action on the part of such party and such party has the full legal power to execute, deliver and perform the terms of this Amendment and the Original Agreement as amended hereby; (ii) no consent or approval of any person is required in connection with the execution, delivery or performance by such party of this Amendment except such as have already been obtained and remain in full force and effect; and (iii) this Amendment has been duly executed and delivered by such party, and (assuming due authorization, execution and delivery by the other party hereto) this Amendment constitutes a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms except as limited by applicable bankruptcy and insolvency laws and general equitable principles.
4. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single amendment. This Amendment may be duly executed and delivered by a party by execution and facsimile or electronic, “pdf” delivery of the signature page of a counterpart to the other party, and any such delivery shall be effective as delivery of a manually executed counterpart to this Amendment.
5. This Amendment constitutes the entire agreement between the City and JCRA relating to the subject matter hereof and may not be modified or amended orally but only by a writing signed by all of the parties hereto.

The parties have executed the foregoing Amendment and intend that it become effective and binding from and after the date of its execution.

**DRAFT 1 – 10/20
/2015**

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment,
effective as of the date first written above.

The City Of Jersey City

By: _____

Printed Name: _____

Title: _____

Dated: _____

The Jersey City Redevelopment Agency

By: _____

Printed Name: _____

Title: _____

Dated: _____

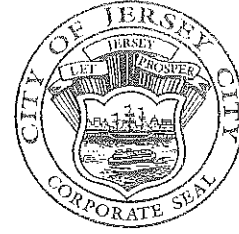
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.761

Agenda No. 10.1

Approved: OCT 28 2015

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR THE OPERATION, MANAGEMENT OR ADMINISTRATION OF DATA PROCESSING SERVICES FOR THE DIGITIZATION AND STORAGE OF DOCUMENTS MAINTAINED OR CREATED BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the Department of Health and Human Services ("HHS") in the City of Jersey City (the "City") creates or maintains numerous documents and files stored in paper format throughout the City; and

WHEREAS, the City requires a service that will allow for the expedient conversion, storage and user friendly retrieval of the documents and files created or maintained by HHS; and

WHEREAS, the award of the contract will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

WHEREAS, the City intends to use the competitive contracting process to award this contract; and

WHEREAS, N.J.S.A. 40A:11-4.1(b)(3) authorizes the City to use competitive contracting to award contracts to contractors for "the operation, management or administration of data processing services"; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

(1) the above recitals are incorporated herein by reference;

City Clerk File No. Res. 15.761Agenda No. 10.1TITLE: **OCT 28 2015**

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO
AWARD A CONTRACT FOR THE OPERATION, MANAGEMENT OR
ADMINISTRATION OF DATA PROCESSING SERVICES FOR THE DIGITIZATION
AND STORAGE OF DOCUMENTS MAINTAINED OR CREATED BY THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

(2) the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 is authorized for awarding a contract to a contractor for the operation, management or administration of data processing services for the digitization and storage of documents maintained or created by HHS.

JMcK
10/20/2015

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

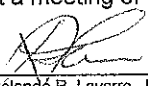
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR THE OPERATION, MANAGEMENT OR ADMINISTRATION OF DATA PROCESSING SERVICES FOR THE DIGITIZATION AND STORAGE OF DOCUMENTS MAINTAINED OR CREATED BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Initiator

Department/Division	Mayor's Office	
Name/Title	Mark Albiez	Chief of Staff
Phone/email	(201) 547-6544	malbiez@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution will authorize the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 for awarding a contract to a contractor for the operation, management or administration of data processing services for the digitization and storage of documents maintained or created by the Department of Health and Human Services.

I certify that all the facts presented herein are accurate.

Signature of Department Director

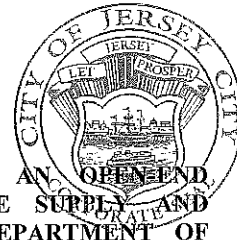
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.762

Agenda No. 10.M

Approved: OCT 28 2015



TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH DUNCAN HARDWARE FOR THE SUPPLY AND DELIVERY OF HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 13.720 approved on October 23, 2013, awarded a one-year, open-end contract in the amount of \$30,876.69 to **Duncan Hardware** for hardware supplies for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, Resolution No. 14.741, approved on November 12, 2014, exercised the first of two renewal options for a total contract amount of \$31,278.08; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of **October 24, 2015 and ending on October 23, 2016**; and

WHEREAS, the total cost of the contract renewal is **\$31,278.08**; and

WHEREAS, funds in the amount of \$5,000.00 are available in the Division of Buildings and Street Maintenance **Operating Account No. 15-01-201-26-291-211**.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **Duncan Hardware** to provide hardware supplies for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is an open – end contract and is for a one-year period effective as of October 23, 2015, and the total cost of the contract shall not exceed **\$ 31,278.08**;
- 3) The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
- 4) The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 5) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specification in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)


City Clerk File No. Res. 15-762Agenda No. 10-MTITLE: OCT 28 2015

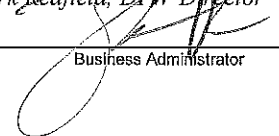
**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END
CONTRACT WITH DUNCAN HARDWARE FOR THE SUPPLY AND
DELIVERY OF HARDWARE SUPPLIES FOR THE DEPARTMENT OF
PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

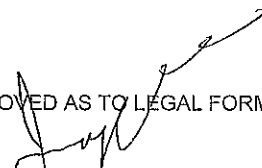
I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 15-01-201-26-291-211 for payment of the above resolution.

Requisition # 0171916Purchase Order # 118715Temp. Encumbrancy \$ 5,000.00

October 9, 2015

APPROVED: 
Mark Redfield, DPW Director

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM 

Corporation Counsel

Certification Required ☒

Not Required ☐

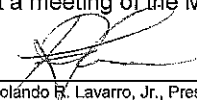
APPROVED 9-0

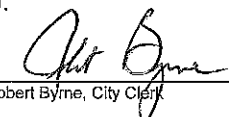
RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>10 28 15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH DUNCAN HARDWARE FOR THE SUPPLY AND DELIVERY OF HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to provide:

- Hardware supplies.
- These supplies are needed to maintain City owned buildings and facilities.
- There are 126 items (see attached for complete listing).
- Some of the supplies are water valves, toilet supply lines, ceiling tiles, porter cable band nails, floor tiles, etc.
- Contract renewal amount is \$31,278.08
- Duncan Hardware is a local vendor

Cost (Identify all sources and amounts)

01-201-26-291-211 (Buildings & Street Operating Account)
Contract Renewal Amount = \$31,278.08

Contract term (include all proposed renewals)

Exercising final option to renew for an additional one (1) year term.
10/24/15 to 10/23/16

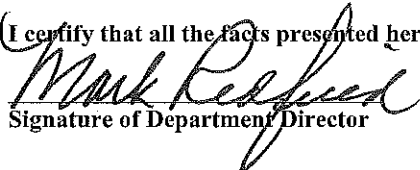
Type of award **Public Bid –Contract Renewal**

If "Other Exception", enter type

Additional Information

- ✚ Original contract amount = \$30,876.69, reso # 13.720, approved 10/23/13.
- ✚ First renewal: Reso # 14.741, approved 11/12/14 for \$31,278.08

(I certify that all the facts presented herein are accurate.


Signature of Department Director

10/14/15
Date

Signature of Purchasing Director

Date

Requisition #
0171916

CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
Requisition

Assigned PO #

Vendor
DUNCAN HARDWARE INC.
776 WEST SIDE AVENUE
JERSEY CITY NJ 07306

Dept. Bill To
BUILDING & STREET MAINTENANCE
13-15 LINDEN AVENUE EAST, 2ND
JERSEY CITY NJ 07305

Dept. Ship To
BUILDING & STREET MAINTENANCE
13-15 LINDEN AVENUE EAST, 2ND
JERSEY CITY NJ 07305

DU167900

Contact Info
John McGrath, Dir
2015474432

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	ENCUMBRANCY FOR: HARDWARE SUPPLIES	01-201-26-291-211	5,000.00	5,000.00

THIS IS A CONTRACT RENEWAL EXERCISING THE FINAL
OPTION TO RENEW FOR AN ADDITIONAL ONE YEAR

RENEWAL AMOUNT = \$31,278.08
CONTRACT DURATION: 10/24/15 TO 10/23/16

TEMPORARY ENCUMBRANCY =\$5,000.00

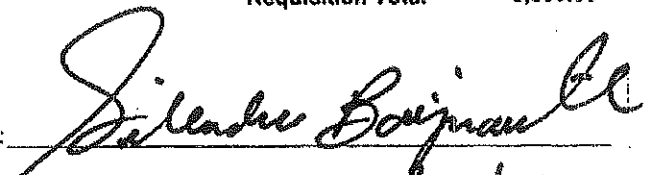
ORIGINAL RESO # 13.720, APPROVED 10/23/13
1ST RENEWAL : RESO # 14.741, APPROVED 11/12/14

PPV'S

Requisition Total 5,000.00

Req. Date: 10/14/2015
Requested By: BAIJNAUTHS
Buyer Id:

Approved By:


10/14/15

This Is Not A Purchase Order

<u>ITEM</u>	<u>QUANTITY MINIMUM & MAXIMUM</u>	<u>DESCRIPTION</u>	<u>UNIT AMOUNT</u>	<u>EXTENDED AMOUNT</u>
18	0-10 ea.	Duracell, Procell D Batteries 12pcs. Per Pack or Approved Equal	11.00	110.00
19	0-6 ea.	8" Rigid Pipe Wrench #31055	17.80	106.80
20	0-6 ea.	10" Rigid Pipe Wrench #31010	20.20	121.20
21	0-50 ea.	3/8" Zing Washers	.07	3.50
22	0-3 Cases	24 rolls per case, 60 yds per roll, 3M #425.2 Large Duct Tape	90.00	270.00
23	0-10 ea.	Fluted Lbs Masonry Nails 1 1/2"	3.30	33.00
24	0-6 ea.	Newborn Caulking Guns with puncture pin #111	4.88	29.28
25	0-10 ea.	Delta Sink Strainers or Approved Equal	5.25	52.50
26	0-10 ea.	1 Lbs Plumbers Putty E-Z Weld	1.80	18.00
27	0-10 ea.	5" Union-Painting Trowels POINTING	2.50	25.00
28	0-100 Cases	Armstrong Floor Tile, White Pebble or Approved Equal	38.00	3800.00
29	0-10 ea.	Fine, 4" Tee Plates	1.50	15.00
30	0-20 ea.	3/8" Carbide Tipped Masonry Bits, Dewalt #DW5230 (No Substitute)	2.88	57.60
31	0-1 ea.	Werner 6' Fiberglass Stepladder, Type 1-A #6206 (No Substitute)		88.00
32	0-1 ea.	Werner 8' Fiberglass Stepladder Type 1-A #6208 (No Substitute)		120.00
33	0-1 ea.	Werner 10' Fiberglass Stepladder, Type 1-A #6210 (No Substitute)		158.00
34	0-1 ea.	Werner 12' Fiberglass Stepladder Type 1-A #6212 (No Substitute)		232.00
35	0-6 ea.	Anti Seize Roles Teflon Tapes	1.25	7.50
36	0-6 ea.	Bosch Dremel Multi Tools or Approved Equal	74.00	444.00
37	0-6 ea.	Bosch 125 Pieces Dremel Parts or Approved Equal	22.00	132.00
38	0-6 ea.	Polyethylene Sheeting-6 mil, 10' X 100" #C0610	34.00	204.00

<u>ITEM</u>	<u>QUANTITY MINIMUM & MAXIMUM</u>	<u>DESCRIPTION</u>	<u>UNIT AMOUNT</u>	<u>EXTENDED AMOUNT</u>
39	0-2 ea.	Lenox Sawzall Blades, Metal, 25pcs per pkg #B118R, 6" (No Substitute)	85.00	170.00
40	0-1 ea.	Lenox Sawzall Blades, Metal, 25pcs per pkg. #B606R, 6" (No Substitute)		48.00
41	0-1 ea.	Lenox Sawzall Blades, Metal, 25pcs per pkg. #B606R, 6" (No Substitute) (SAME AS ABOVE)		48.00
42	0-15 ea.	Hilti Shot, Red Ram set #5R527 or STANLEY Approved Equal	7.75	116.25
43	0-25 ea.	UHP Door Checks, Size 4, Aluminum Universal #504	32.00	800.00
44	0-1 ea.	Bucket 1/2" Proof Coil Chain #169052 14" x 14" BUCKET		140.00
45	0-10 ea.	16 Gauge Anchor Wire, 200 Roll Coil	6.90	69.00
46	0-24 ea.	Yellow Caution Tape, Hanson, 3" X1000 #14995 or Approved Equal	6.20	148.80
47	0-4 ea. PRN 18100	Porter Cable Band Nails, 18 Gauge, 1" 3000pcs per box (No Substitute)	7.25	29.00
48	0-6 ea. PRN 18125	Porter Cable Band Nail, 18 Gauge, 1 1/2" 5000pcs per box (No Substitute)	9.00	54.00
49	0-4 ea. PRN 18150	Porter Cable Band Nails, 18 Gauge, 1 1/2" 5000pcs per box (No Substitute)	10.40	41.60
50	0-6 ea. PRN 18200	Porter Cable Band Nails, 18 Gauge, 2" 5000pcs per box (No Substitute)	12.55	75.30
51	0-8 ea.	Plastic Anchor Kit, Size 10-12, 100pcs per with 1/4" X 4 Masonry bit	4.90	39.20
52	0-2 ea.	Heavy duty Utility Blades, Stanley, 100pcs per pkg. 11-921A or Approved Equal	14.00	28.00
53	0-10 ea.	Porter Cable Hook & Loop 5", 8 Hole Grit 220 or Approved Equal	1.80	18.00
54	0-10 ea.	Porter Cable Hook & Loop 5", 8 Hole Grit 150 or Approval Equal	1.80	18.00
55	0-10 ea.	7" 1/4" Carbide Tipped Circular Saw Blades, 24 tooth, Freud 5/8 Arbor	9.50	95.00
56	0-10 ea.	8 1/4" Carbide Tipped Circular Saw Blades, 24 tooth, Freud 5/8 Arbor	16.40	164.00

<u>ITEM</u>	<u>QUANTITY MINIMUM & MAXIMUM</u>	<u>DESCRIPTION</u>	<u>UNIT AMOUNT</u>	<u>EXTENDED AMOUNT</u>
76	0-12 ea.	Stanley Packs Tee Hinges or Approval Equal	2.50	30.00
77	0-4 ea.	Tuf-E-Nuf Breakaway Knives #00122 or Approval Equal	2.45	9.80
78	0-10 ea.	Coleman 25' Extension Cords, 12/3 #604427-00-02 or Approval Equal	16.50	165.00
79	0-10 ea.	Stanley 20oz. Large Hammer or Approval Equal	9.40	94.00
80	0-20 ea.	Stanley 16oz. Medium Hammer or Approved Equal	7.80	156.00
81	0-6 ea.	1/2" Flux Brushes	40	240
82	0-20 ea.	Bucket Aprons 5gals. 52 pocket	10.80	216.00
83	0-20 ea.	Anderson 1/2" Copper Couplings or Approval Equal	.30	6.00
84	0-6 ea.	44 Lbs Rockite Plaster of Paris	2.90	17.40
85	0-20 ea.	10" Saw Blade Freud, 80 tooth 1' Arbor	52.00	1040.00
86	0-20 ea.	Swan 5/8" X 50' Water Hose #PM580	19.80	396.00
87	0-10 ea.	Tuf Tag Rope Pulleys	4.65	46.50
88	0-6 ea.	King Cotton Polyester 1000ft. Ropes #61008	48.00	288.00
89	0-8 ea.	Victor Propane Torch Kits #0387- 0472 or Approval Equal	27.00	216.00
90	0-20 ea. 10-499	Stanly Quick Change Utility Knives #5C944 or Approval Equal	5.25	105.00
91	0-20 ea.	Stanley 2" Putty Knives or Approval Equal	2.40	48.00
92	0-10 ea.	Roofs 6" Roofing Membrane	17.00	170.00
93	0-20 ea.	Armstrong Gals Flashing Cement or Approval Equal	15.40	308.00
94	0-8 ea.	Lbs Floor Patch	6.15	49.20
95	0-4 ea.	Gals MinK Wax Oak Wood Stain MINWAX 71099	28.80	115.20
96	0-10 ea.	North Safety Respirators	17.00	170.00
97	0-10 ea.	Stanley Dry Wall Saw or Approval Equal	6.30	63.00

<u>ITEM</u>	<u>QUANTITY MINIMUM & MAXIMUM</u>	<u>DESCRIPTION</u>	<u>UNIT AMOUNT</u>	<u>EXTENDED AMOUNT</u>
118	0-10 ea.	True Value Glass Push Point or. Approval Equal	90	9.00
119	0-10 ea.	Duracell two Cell Flash Lights or Approval Equal	6.85	68.50
120	0-32 ea.	True Value Picture Hooks or Approval Equal	1.25	40.00
121	0-6 ea.	True Value Rolls of Picture Wire or Approval Equal	3.25	19.50
122	0-8 ea.	Rubber Maid Applicator or Approval Equal	4.25	34.00
123	0-72 ea.	Stakool Five Gal Pails Flexible White Roof Coating	78.40	5644.80
124	0-24 ea.	Phenoseal Heavy Duty Liquid Nails LN-902	2.50	60.00
125	0-4 ea.	Wagner Heat Guns or Approval Equal	19.90	79.60
126	0-10 ea.	Stanley Chalk E Line Sets of Approval Equal	4.25	42.50

Note: This contract will be awarded as an open-end contract. The minimum and maximum number of quantity for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract terms until the maximum quantity is reached.

Duncan Hardware.
776 West Side Avenue
Jersey City, NJ 07306
Telephone: 201-435-1700
Facsimile: 201-435-6888
Email: duncanhardware@gmail.com

DUNCAN HARDWARE

10/11/15

Ronald S. Eberle
President

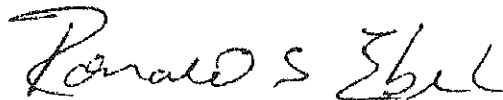
City of Jersey City
Dept. of Public Works
Bldgs. & Sts. / John McGrath

Contract 115172
Hardware Supplies

Mr. McGrath,

Please accept this letter as our willingness to extend for one additional year our contract 115172 for hardware supplies. All terms and conditions of original contract to remain in effect for the period: Oct. 25, 2015 to Oct. 24, 2016.

Sincerely,



Ronald S. Eberle

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
RONALD S. EBERLE	2 WEXFORD CT WARRNER, N.J. 07059

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

Signed: Ronald S. Eberle

Title: PRESIDENT

Print Name: RONALD S. EBERLE

Date: 10/9/15

Subscribed and sworn before me this <u>9</u> day of <u>Oct</u> , 20 <u>15</u>	<u>Ronald S. Eberle</u> (Affiant) RONALD S. EBERLE PRES. (Print name & title of affiant) (Corporate Seal)
My Commission expires <u>Oct 18, 2016</u>	

Cheeryl M. Mergott
CHEERYL M MERGOTT
 Notary Public
 State of New Jersey
 My Commission Expires Oct. 18, 2016
 I.D.# 2351244

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

DUNCAN HARDWARE, INC.

Vendor Name:	776 West Side Avenue
Address:	Jersey City, NJ 07306
City:	(201) 435-1700 Fax 435-6528
	State: Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Ronald S. Eick

RONALD S. EBERLE

PRESIDENT

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: RONALD S. EBERLE PRES.
Representative's Signature: Ronald S. Eberle
Name of Company: _____
Tel. No.: _____ Date: 10/9/10

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

RONALD S. EBERLE

Representative's Signature:

Ronald S Eberle

Name of Company:

Tel. No.:

Date:

DUNCAN HARDWARE, INC.
776 West Side Avenue
Jersey City, NJ 07306
(201) 435-1700 Fax 435-6888

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT⁷¹⁶¹

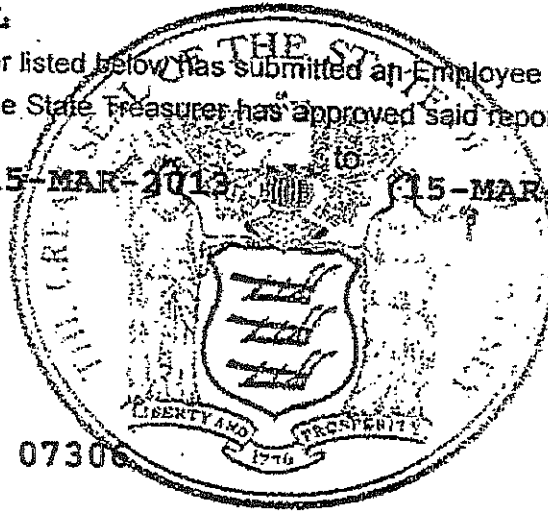
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2013 to 15-MAR-2020

DUNCAN HARDWARE INC.
776 WEST SIDE AVENUE
JERSEY CITY

NJ 07306



Andrew P. Sidamon-Eristoff
State Treasurer

City Clerk File No. Res. 14.741

Agenda No. 10.2.2 NOV 12 2014

TITLE

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DUNCAN HARDWARE FOR FURNISHING AND DELIVERING HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET MAINTENANCE

I, Donna Maurer Donna Maurer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 14-01-201-26-291-211 for payment of the above resolution.

Requisition # 0167933Purchase Order # 115172Temp. Encumbrance \$10,000.00

OKD/eb
October 24, 2014

APPROVED: [Signature]

Oren M. Dabney, Sr., Director, Department of Public Works

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

Department of Public Works

Certification Required ☒Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.12.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHIAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicated Vote

N.V. Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Roberto R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

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U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001

www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

City Clerk File No.

Res. 13.720

Agenda No.

10.0 OCT 23 2013

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DUNCAN HARDWARE INC. FOR FURNISHING AND DELIVERING HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned Duncan Hardware Inc. accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq. and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf

I, Donna Maurer, Donna Maurer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 01-201-26-291-210.

Dept. of Public Works/Div. of Buildings and Street Maintenance

Acct. No.

01-201-26-291-211

P.O. No.

111495

Temp Encumb.

Total Contract

Amount

\$6,000.00

\$30,876.69

APPROVED

Peter Folgado, Director of Purchasing, OPA.

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

Business Administrator

Corporation Council

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.23.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
BAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V. Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Robert R. Lavarro, Jr., President of Council

Reuben Byrne, City Clerk

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT⁷¹⁶¹

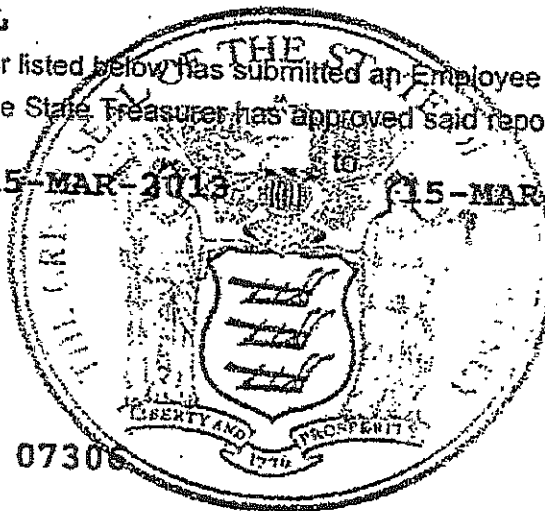
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2013 to 15-MAR-2020

DUNCAN HARDWARE INC.
776 WEST SIDE AVENUE
JERSEY CITY

NJ 07306



[Signature]

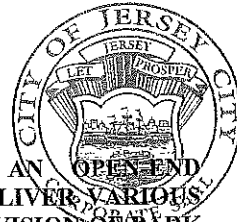
Andrew P. Sidamon-Eristoff
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.763

Agenda No. 10.N

Approved: OCT 28 2015



TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH DIAZ NURSERY TO SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE**

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 13.693, approved on October 9, 2013, awarded a one-year, open - end contract in the amount of \$103,950.00 to **Diaz Nursery** for various trees for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, Resolution No. 14.701, approved on October 22, 2014, exercised the first of two renewal options for a total contract amount of \$105,301.35; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of **October 12, 2015 and ending on October 11, 2016**; and

WHEREAS, the total cost of the contract renewal is **\$105,301.35**; and

WHEREAS, funds in the amount of \$10,000.00 are available in the Division of Park Maintenance **Operating Account No. 15-01-201-28-375-314**.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **Diaz Nursery** to provide various trees for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance;
- 2) The renewal contract is an open-end contract and is for a one-year period effective as of October 12, 2015, and the total cost of the contract shall not exceed **\$105,301.35**;
- 3) The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
- 4) The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq; and
- 5) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

City Clerk File No. Res. 15.763Agenda No. 10-N OCT 28 2015

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END
CONTRACT WITH DIAZ NURSERY TO SUPPLY AND DELIVER VARIOUS
TREES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK
MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 15-01-201-28-375-314 for payment of the above resolution.

Requisition # 0171959Purchase Order # 118717Temp. Encumbrance \$ 10,000.00

October 19, 2015

APPROVED: Mark Redfield 10/19/15
Mark Redfield, DPW Director for MR

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☒Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH DIAZ NURSERY TO SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Cleveland Snow	Director
Phone/email	201-547-4802/4449	csnow@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to:

- ✦ Supply and deliver of various trees citywide
- ✦ This is an open – end contract
- ✦ The maximum number of trees is 550.
- ✦ There are eleven (11) different kinds of trees: Eucomia Emerald, Ginkgo Prince, Carpinus Fastigiata, Acer Rubrum Red Point, Amelanchier Spring Flurry, Zelkova City Sprite, Syringa Ivory Silk, Tilia Uniziam, Ulmus Emerald Sunshine, Cercidiphyllum Katsura and Acer Plantanoides.
- ✦ These trees will be planted throughout the City. This is only for home owners in Jersey City who will be purchasing these trees.
- ✦ As per Mr. Cleveland Snow, the cost to the homeowner is \$200.00 per tree.

Cost (Identify all sources and amounts)

01-201-28-375-~~314~~ (Park Maintenance Operating Account)
Contract Renewal Amount = \$105,301.35

Contract term (include all proposed renewals)

Exercising final option to renew for an additional one (1) year term.
10/12/15 to 10/11/16

Type of award **Public Bid –Contract Renewal**

If "Other Exception", enter type

Additional Information

- ✦ Original contract amount = \$103,950.00, reso # 13.693 approved 10/09/13.
- ✦ First renewal: Reso # 14.701, approved 10/22/14 for \$105,301.35

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Signature of Purchasing Director

Date

Requisition #

0171959

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
DIAZ NURSERY LLC
6 MARIGOLD LANE
CALIFON NJ 07830Dept. Bill To
PARK MAINTENANCE
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305Dept. Ship To
PARK MAINTENANCE
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305Contact Info
Cleveland Show, Dir
2015474802

DI154166D

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	CONTRACT RENEWAL	01-201-28-375-314	10,000.00	10,000.00

FOR SUPPLY AND DELIVERY OF VARIOUS TREES CITYWIDE

EXERCISING FINAL OPTION TO RENEW FOR AN ADDITIONAL
ONE YEAR PERIOD

CONTRACT PERIOD : 10/12/15 TO 10/11/16

CONTRACT AMOUNT : 105,301.35

TEMP. ENCUMBRANCY = \$10,000.00

ORIGINAL RESO # 13.693, APPROVED 10/09/13

FIRST RENEWAL : RESO # 14.701, APPROVED 10/22/14

PPV'S

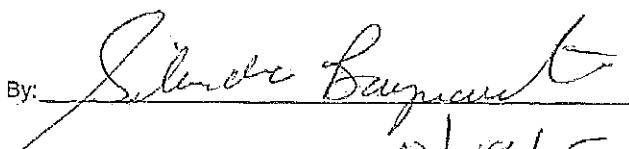
Requisition Total 10,000.00

Req. Date: 10/19/2015

Requested By: BAIIJNAUTHS

Buyer Id:

Approved By:


10/19/15

This Is Not A Purchase Order

City Clerk File No. Res. 14-701
 Agenda No. 10.11 OCT 22 2014

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DIAZ NURSERY TO SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARKS MAINTENANCE**

I, Donna Moore, Donna Moore, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Parks Maintenance Operating Account No. 14-01-201-28-375-314 for payment of the above resolution.

Requisition # 0167670

Purchase Order # 114981

Temp. Encumbrance \$40,000.00

OKD/sb
 September 29, 2014

APPROVED: [Signature] 9/30/14

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Don E. Dabney, Jr., Director, Department of Public Works

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V. Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Rolando R. Lavario, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

7.	0-50	Syringa Ivory Silk (Tree Lilac) 3" to 4 1/2" caliper bagged and burlapped 12-14 ft. high with branches to begin 6ft. from the ground and pruned up high for street tree use.	\$ 189.00	\$ 189 x 50 = 9450.00
8.	0-50	Tilia Uniziam (Linden) 3" to 4 1/2" Caliper bagged and burlapped, 12-14ft. high with branches to begin 6ft. from the ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
9.	0-50	Ulmus Emerald Sunshine 3" to 4 1/2" Caliper bagged and burlapped, 12-4 ft. high with branches to begin 6ft. from ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
10.	0-50	Cercidiphyllum Katsura 3" to 4 1/2" Caliper bagged and burlapped, 12-14 ft. high with branches to begin 6ft. high from ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
11.	0-50	Acer Platanoides Conquest 3" to 4 1/2" Caliper bagged and burlapped, 12-14 ft. high with branches to begin 6ft. from ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00

NOTE: This contract will be awarded as an open - and contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

City Clerk File No. Res. 13.693

OCT 09 2013

Agenda No. 10.H

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIAZ NURSERY, LLC, TO SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPT. OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

WHEREAS, the contract shall be for one (1) year and the City shall have an option to renew for two (2) additional one (1) year terms.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned Diaz Nursery LLC, be accepted and that a contract be awarded to said company in the above amount and the Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-ET, seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account shown below

Department of Public Works/Park Maintenance

Acct No.

01-201-28-375-314

Purchase Order #

111362

Amount

Temp. Encumb \$35,000.00

Total Contract \$103,950.00

APPROVED Raquel Torrado RPPS
Peter Folgado, Purchasing Director, QPA, RPPO

8.A. 10/9/13

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

APPROVED 10-9-13

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
RAMCHAL	/			OSBORNE	/			WATTERMAN	/		
BOGGIANO	/			COLEMAN	/			LAVARRO, PRES.	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

7.	0-50	Syringa Ivory Silk (Tree Lilac) 3" to 4 1/2" caliper bagged and burlapped 12-14 ft. high with branches to begin 6ft. from the ground and pruned up high for street tree use.	\$ 189.00	\$ 189 x 50 = 9450.00
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NOTE: This contract will be awarded as an open - end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, than the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

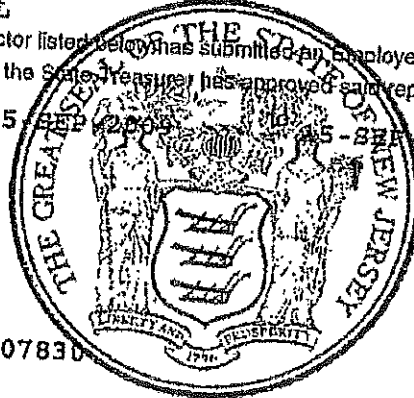
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 44093

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-SEP-2009 15-SEP-2016



DIAZ NURSERIES LLC
6 MARIGOLD LANE
CALIFON

NJ 07830



[Signature]

State Treasurer

Agustin Diaz

6 Marigold Lane

Califon, NJ 07830

Dear Mr. Snow:

I accept the terms for renewal of contract to supply and deliver trees to the City of Jersey City/Division of Park Maintenance.

Yours truly

Agustin Diaz

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramoah
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☒ Limited Liability Corporation
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Agustin DIAZ	6 MARCO LANE CALIFORNIA NJ 07030

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DIAZ NANCY

Signed: Nancy

Title: Owner

Print Name: _____

Date: 10-19-15

Subscribed and sworn before me this 19 day of Oct, 2015

My Commission expires: NANCY HERNANDEZ
 NOTARY PUBLIC OF NEW JERSEY
 ID # 2318048

Nancy Hernandez
 (Affiant)
Nancy Hernandez
 (Print name & title of affiant) (Corporate Seal)

My Commission Expires 8/11/2019

732-433-1116 TR
 10/19/2015 03:06pm

Fax: 201-863-4804

EAST HUDSON PRIMARY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Diaz Nunez (name of business entity) has not made any reportable contributions in the **one-year period preceding 10.19.15 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract 2015 (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

Signed

Title:

Print Name:

Date:

Subscribed and sworn before me
this 19 day of Oct, 2015.
My Commission expires:

(Print name & title of affiant) (Corporate Seal)

NANCY HERNANDEZ
NOTARY PUBLIC OF NEW JERSEY
ID # 2318046
My Commission Expires 8/11/2019

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

CAWEDOC5181210710 Pay-to-Play Certification following Ord. 08-128.wpd

P009/014

Oct 19 2015 03:06pm

Fax: 201-863-4804

EAST HUDSON PRIMARY

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Diaz, Myra		
Address:	1000 1st Ave		
City:	Carlebor NJ	State:	NJ
		Zip:	07830

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20,26 and as represented by the Instructions accompanying this form.

Signature Agustina Dem Printed Name Agustina Dem Title Owner

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the OWNER of DIAZ NURSERY (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed: AGUSTIN DIAZ, PRESIDENT
Representative's Signature: Agustin Diaz
Name of Company: DIAZ NURSERY LLC
Tel. No.: 908-391-1471 Date: 10-20-15

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, BEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, BEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print) AGUSTIN DIAZ
Representative's Signature: *Agustin Diaz*
Name of Company: DIAZ NURSERY LLC
Tel. No.: 908-391-1471 Date: 10-20-15

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: DIAZ NURSERY, LLC
Address: 6 MARIGOLD LANE CALUFON NJ 07830
Telephone No.: 908-391-1471
Contact Name: GUS DIAZ

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : DIAZ NURSERY, LLC
Address : 6 MARIGOLD LANE, CALIFON NJ 07830
Telephone No. : 908-391-1471
Contact Name : GUS DIAZ

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

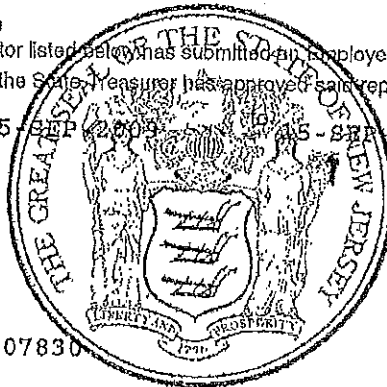
OFFICE OF EQUAL OPPORTUNITY COPY

Certification 44093
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-SEP-2009 to 15-SEP-2016



DIAZ NURSERIES LLC
6 MARIGOLD LANE
CALIFON

NJ 07830



A handwritten signature in black ink, appearing to read "D. Diaz", written over a horizontal line.

State Treasurer

Dear business representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and sub-contractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

Do you have any questions or require more information? Call 1-800-222-1730.

What you continued success in your business or industry.

James J. P. [Signature]
DIRECTOR
DIVISION OF REVENUE
TRENTON, NJ 08646-0252

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
DIAZ NURSERIES, L.L.C.

TRADE NAME:

ADDRESS:
6 MARIGOLD LANE
CALIFON NJ 07830

SEQUENCE NUMBER:
1440680

EFFECTIVE DATE:
10/02/03

ISSUANCE DATE:
10/02/03

James J. P. [Signature]
Director
New Jersey Division of Revenue

(04-03), D205846V

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.764

Agenda No. 10.0

Approved: OCT 28 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AMC NEWPORT CENTER FOR THE RENTAL OF MOVIE THEATERS FOR SENIOR CITIZENS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR AFFAIRS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City "City", Department of Health and Human Services offers free movies to Jersey City's senior citizens; and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) informal quotes were solicited for the rental of movie theaters for senior citizens; and

WHEREAS, the City received one quote from AMC Newport Center, 30-300 Mall Drive, Jersey City, New Jersey 07303 in the total amount of **Thirty Thousand Dollars (\$30,000.00)**; and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Department of Health and Human Services has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the contract shall be effective as of November 1, 2015 through October 31, 2016; and

WHEREAS, funds in the amount of \$30,000.00 are available in the **Operating Account**.

Account	PO #	Total Contract	Encumbrance
01-201-27-335-314	<u>118647</u>	\$30,000.00	\$5,000.00

(Continue on page 2)

TITLE: OCT 28 2015**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AMC NEWPORT CENTER FOR THE RENTAL OF MOVIE THEATERS FOR SENIOR CITIZENS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR AFFAIRS****NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$30,000.00 for rental of movie theaters for senior citizens is awarded to AMC Newport Center and the Purchasing Agent is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to administer the contract met, the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
4. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditure of funds encumbered in the 2015 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year budget.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$30,000.00 are available in the Operating Account.

Account	PO #	Total Contract	Encumbrance
01-201-27-335-314	<u>118647</u>	\$30,000.00	\$5,000.00

[Signature]
Director of Purchasing, QPA, RPPO

October 7 2015

Date

PF/pv
10/7/15

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AMC NEWPORT CENTER FOR THE RENTAL OF MOVIE THEATERS FOR SENIORS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR AFFAIRS

Initiator

Department/Division	HEALTH & HUMAN SERVICES	SENIOR AFFAIRS
Name/Title	STACEY FLANAGAN	DIRECTOR
Phone/email		SFlanagan@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Free movie program for Jersey City senior citizens.

I certify that all the facts presented herein are accurate.

 for S.F.

Signature of Department Director

10/7/15
Date

Signature of Purchasing Director

10/7/15
Date

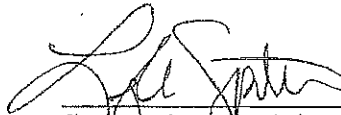
DETERMINATION OF VALUE CERTIFICATION

I, Stacey Flanagan, of full age, hereby certify the following:

1. I am the Director of the Department of Health and Human Services.
2. The City of Jersey City "City", Department of Health and Human Services, offers free movies to Jersey City's senior citizens
3. The City informally solicited quotations for the rental of movie theaters.
4. The administration's recommendation is to award a contract to AMC Newport Center.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

October 7, 2015

Date

 A handwritten signature in dark ink, appearing to read "Stacey Flanagan", is written over a horizontal line. To the right of the signature, the initials "SC SF" are handwritten.

Stacey Flanagan, Director
Department of Health and Human Services

CITY OF JERSEY CITY

Requisition #

0171831

Assigned PO #

Requisition

Vendor
AMC NEWPORT CENTRE 11 #2184
30-300 MALL DRIVE WEST
JERSEY CITY NJ 07303

Dept. Bill To
SENIOR CITIZEN AFFAIRS
199-201 SUMMIT AVE.
JERSEY CITY NJ 07304

Dept. Ship To

AM024698

Contact Info
joan eccleston
0000004992

Quantity	UOM	Description	Account	Unit Price	Total
4.00	SVC	SENIOR MOVIE RENTAL	0120127335314	.00	.00

RENTAL OF AUDITORIUMS 5, 6, 7 & 8
AT NEWPORT AMC MOVIE THEATER
FIRST RUN MOVIES SHOWING AT 10:00 AM

PERIOD OF: 11/1/15 - 10/31/16

TOTAL CONTRACT: \$30,000.00 (\$2,500 P/MO)
ENCUMBRANCE: \$5,000.00

PTP RESO_____, APPROVED_____

PARTIAL PAYMENT VOUCHERS

Requisition Total .00

Req. Date: 10/06/2015

Requested By: ECCLESTONJ

Approved By:_____

Buyer Id:

This Is Not A Purchase Order



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0093057 FOR AMERICAN MULTI-CINEMA INC IS
VALID.



Rental Contract

*To complete form, double-click the gray text areas and enter information under "Default text."

THEATRE INFORMATION

AMC Newport Centre 11 #2184
Rick Farfan
30-300 Mail Drive West
Jersey City, NJ, 07303
201-626-3258 (t)
201-626-3280 (f)
rfarfan@amctheatres.com / 2184@amctheatres.com

RENTAL GROUP INFORMATION

Jersey City Department of Health and Human Services
LARRY ECCLESTON
201 Cornelson Ave.
Jersey City, NJ, 07304
201-547-5945 (t)
201-547-6816 (f)
ECCLESTONL@JCINJ.ORG

RENTAL INFORMATION

Event Date(s):	Once a month	Arrival Time:	9:15 a.m.
Film Start Time:	10:00 a. m.	Event End Time:	Varies; most out by 1pm
Auditorium #(s):	5, 6, 7, and 8	# of Seats:	500
Film Title:	4 current titles		
	<input checked="" type="checkbox"/> Current <input type="checkbox"/> Non-Current <input type="checkbox"/> Guest-provided		

COSTS

Concessions:	<input type="checkbox"/> Concession Stand Open <input type="checkbox"/> Purchasing/distributing Show Snacks (800) AMC-4TIX	
	<input type="checkbox"/> VIP Concessions (Must be an "Addendum") = \$	
Tickets to be entered?	<input checked="" type="checkbox"/> YES 500 seats X \$5.00 (Current Film) = \$2500. <input type="checkbox"/> NO _____ seats X \$_____ (Non-Current or Guest-provided Film) = \$	
Event Fee (if applicable):	Jersey City Senior Citizen Movie Day = \$0.00	
Equipment Fee(s): (list each separately)	N/A = \$ = \$	
TOTAL COST: \$2,500		
Payment Method:	<input type="checkbox"/> At theatre prior to, or on the day of, the event Date Paid: _____ <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Check <input type="checkbox"/> From Rental Contract/Addendum after the event. Remit to: AMC Theatres, 13731 Collections Center Drive, Chicago, IL 60693	
Additional Notes (if any):	Current title selection will be determined the Tuesday before the event. They have been sending payment checks to theatre after the event. Theatre creates a receivable each time per proper procedure. When P.O. is received by theatre management-check payment arrives at theatre. Theatre doors will open at 9:15am and group representatives will hand out their flyers (with movie synopsis, theatre #s) within theatre area.	

By signing this Rental Contract, Rental Group agrees to "Rental Information" outlined on this page and *Theatre Rental Terms and Conditions* attached as page 2 of this Rental Contract.

Rick Farfan - GM

Rental Group's Authorized Signature

Date

Date

FOR THEATRE USE ONLY: Cancelled. Letter on file at theatre.

- ☒ Original Contract
☐ Addendum

Rental is during operational hours: This rental was approved by the Programmer on _____.
 Rental is over \$5,000 and payment method is "From Rental Contract/Addendum after the event": This rental was approved by the Accounting Department on _____.

THEATRES: Place signed document (Original Contract or Addendum) in "Rentals" binder and e-mail typed copy with a note stating "Signature on File at Theatre" in the Rental Group signature field to: Rentals; Signed Contracts. (Note: Do not e-mail documents more than once or group may be double-billed.)

Revised: 1/14/08
Page 1



Rental Contract

GM Approval (signature)

Date

THEATRES: Place signed document (Original Contract or Addendum) in "Rentals" binder and e-mail typed copy with a note stating "Signature on File at Theatre" in the Rental Group signature field to: *Rentals; Signed Contracts*. (Note: Do not e-mail documents more than once or group may be double-billed.)

Revised: 1/14/08
Page 2

THEATRE RENTAL TERMS AND CONDITIONS

1. **Event Fees.** Event Fees are mandatory for any rental involving a current film. (Fee covers labor, administrative costs, convenience of a private auditorium, and 30 minutes of private auditorium time prior to the start of the film.)
2. **Rental Approvals.** For contractual reasons, AMC theatres must honor all commitments to the film distributors, so both the AMC Programming Department and the AMC theatre must approve this event prior to final booking. Once approvals have been received, then a communication will be sent to you stating the status of the event.
3. **Cancellations.** This rental may be canceled in writing as late as three (3) days prior to the event at no charge. If Rental Group cancels the event fewer than three (3) days prior to the event, Rental Group will pay AMC a cancellation fee of \$ 250.00.
4. **Changes.** In the event the film you have selected (if applicable) is no longer available at the selected location or the release date of a film has changed making the selection no longer available, you will be required to select an alternate film. The rest of the rental will follow as stated on page 1. Any changes to the contract must be put in writing and agreed on by both parties. A fee may be associated with any changes.
5. **Authorized Agent.** Rental Group's signatory to the *Rental Contract* is authorized to bind Rental Group to the *Rental Contract* and the *Theatre Rental Terms and Conditions*.
6. **Payment Terms.** All invoices are due upon receipt. Rental Group will not be permitted to book additional theatre rentals if any invoices remain outstanding at the time of booking. (Accounting will notify the theatre if a group is delinquent.) Depending on payment method selected, Rental Group will make payment to either the theatre (prior to, or the day of, the rental) or AMC Theatres, 13731 Collections Center Drive, Chicago, IL 60633.
7. **Indemnification and Insurance.** If Rental Group will be bringing any equipment onto AMC property or using a caterer, Rental Group agrees to the following regarding indemnity and insurance:
 - a. Rental Group agrees to indemnify, defend, and hold harmless AMC Entertainment Inc. and its parent, subsidiary, and affiliate entities, officers, directors, assigns, and employees, officers and employees from and against any and all liability, loss, damage, or cost, including, without limitation, reasonable attorney's fees, but excluding lost profits or consequential damages arising out of or resulting from any action or omission by Rental Group, its representatives, employees, agents or invitees.
 - b. Rental Group shall provide AMC a *Certificate Of Insurance* that provides liability insurance with limits not less than \$5,000,000 per occurrence and \$5,000,000 aggregate; (ii) For rental of theatre space where alcohol is being served at the event with a limit of \$5,000,000 per occurrence and \$5,000,000 aggregate; and (iii) AMC Entertainment Inc. and all parent and subsidiary companies shall be named as an additional insured. A *Certificate of Insurance* shall be provided to the theatre prior to the event.
8. **Alcohol Service.** If Rental Group or its caterer will be serving alcohol at the event, Rental Group must abide by the following rules and ensure its representatives, employees, agents or invitees abide by the following rules:
 - a. All catering employees who serve alcoholic beverages must have participated in an alcoholic beverage awareness training program—with TIPS certification.
 - b. Catering employee(s) will not serve alcoholic beverages to any person under 21 years of age or to any person who is visibly intoxicated.
 - c. To be served alcoholic beverages, any guests appearing under 30 years of age must present picture identification that shows the guest to be 21 or older. The catering employee will check the identification for authenticity. In the absence of authentic identification, or in case of doubt, the catering employee must refuse service to the guest and notify the designated event coordinator.
 - d. The catering employee will notify the designated event coordinator immediately when a guest shows visible signs of intoxication. If the guest requests more alcohol at this time, the catering employee will inform the guest that further service of alcoholic beverages is no longer legal and will suggest an alternate beverage.
9. **Use.** Rental Group will not use the property for any purpose in contravention of any law or regulation. Rental Group will notify AMC in advance if it intends to film the outside or inside theatre as part of the rental event. Rental Group is not permitted to film any AMC business transactions or employees, or any copyrighted materials not owned by AMC. Rental Group will not disparage AMC's business reputation, products or brands or make derogatory remarks regarding AMC or the movie exhibition business as part of such filming.
10. **Amendment.** These *Theatre Rental Terms and Conditions* may be amended at any time by AMC in its sole discretion.
11. **Severability.** If any provision of these *Theatre Rental Terms and Conditions* is held to be invalid or unenforceable for any reason, such provision shall be fully severable, and these *Theatre Rental Terms and Conditions* shall be construed as if such provision had never comprised a part thereof, and the remaining terms and conditions shall remain in full force and effect.
12. **Governing Law.** These *Theatre Rental Terms and Conditions* shall be governed by and construed in accordance with the laws of the State of Missouri without regard for conflict of laws principles.
13. **No Waiver.** Any failure by AMC to enforce any provision hereof shall not in any way affect the subsequent right of AMC to enforce such provision or any other provision of these *Theatre Rental Terms and Conditions*.

If this contract meets with your approval, please sign pages 1 and 2 of the *Rental Contract* and either fax it or deliver it back to the theatre to confirm this rental.

Rental Group's Authorized Signature

Date

Required Pursuant To N.J.S.A. 19:44A-20.8

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

6. As used in sections 2 through 12 of this act:

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

19:44A-3 Definitions. In pertinent part...

g. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2) ;

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed; and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.


In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): rick farfan GM.

Representative's Signature: 

Name of Company: AMC THEATRES.

Tel. No.: 201-626-3258 Date: 10-01-15

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the MANAGER of AMC THEATRES, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: AMC THEATRES

Address: 30-300 WALL DR. WEST, JERSEY CITY NJ 07303

Telephone No.: 201-626-3258

Contact Name: RICK FORFAN

Please check applicable category:

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form AA302
Rev. 1/00

NEW JERSEY FACILITY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN.
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT REQ-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 43-0908577	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 8542
4. COMPANY NAME AMC THEATRES ENTERTAINMENT		
5. STREET 30-300 WALL DR WEST	CITY JERSEY CITY	COUNTY HUDSON
	STATE NJ	ZIP CODE 07303
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE		

7. CHECK ONE IS THE COMPANY: <input type="checkbox"/> SINGLE ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 118
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 42
10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	FINAL DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT. **LOCAL STAFF**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/TEMPORARY MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (COL. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	4	2	2	2	1				1				
Professionals													
Technicians													
Sales Workers	38	21	17	6	13		2		8	7		2	
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous Report (If final)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

--	--	--	--	--	--	--	--	--	--	--	--	--	--

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Kick Farfan	SIGNATURE 	TITLE GM	DATE 10/04/2015
17. ADDRESS NO. & STREET 30-300 WALL DR.	CITY JERSEY CITY	COUNTY HUDSON	STATE NJ
	ZIP CODE 07303	PHONE (AREA CODE, NO., EXTENSION) 201-626-3258	

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE BP;
PINK - PUBLIC AGENCY; GOLD - VENDOR

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that AMC THEATRES (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract AMC THEATRES (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: AMC THEATRES

Signed: [Signature] Title: GM

Print Name: RICK FARTAN Date: 10-01-15

Subscribed and sworn before me
this _____ day of _____, 2____.
My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfmmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and on file** at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county**. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

Required Pursuant To N.J.S.A. 19:44A-20.26

Part I - Vendor Information

GM

Title

☐ Check here if the information is continued on subsequent page(s)

Required Pursuant To N.J.S.A. 19:44A-20.26

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Winterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder	Shareholder	Home Address

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DANC THEATRES -

Signed: [Signature] Title: GM

Print Name: RICK FORTAN Date: 10-01-15

Subscribed and sworn before me this ____ day of _____, 20__.

(Affiant)

My Commission expires:

(Print name & title of affiant) (Corporate Seal)

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence;

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: AMC THEATRES

SIGNATURE: [Signature] DATE: 10-01-15

PRINT NAME: Dick Fortan TITLE: GM
AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total number of employees in the entire company, including part-time employees. This number shall include all facilities in the same firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of parent or affiliated company including the City, County and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment Employer" was entered in Item 7, enter the number of establishments in the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Agency awarding the contract. Include City, County and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN RECORDS. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury

Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 299

Trenton, New Jersey 08625-0209

Telephone No. (609) 292-5476



Legal

ATTORNEY WORK PRODUCT/CONFIDENTIAL ATTORNEY CLIENT COMMUNICATION

April 15, 2014

NEWPORT CENTRE 11
30-300 MALL DRIVE WEST
JERSEY CITY, NJ 07303

Re: Affirmative Action Plan October 1, 2013 – September 30, 2014

General Manager:

As you know, AMC is a government subcontractor. As such, we are obligated, on an annual basis, to maintain Affirmative Action Plans (AAP) which in part break down our associate composition by job group/position, gender, and race or ethnicity. AAPs compare AMC associate composition with the demographics of the population by geographic area and determine whether there are any placement goals for either females or minorities. A placement goal is not a quota.

To help you better understand these concepts, they are included in the training module entitled "Affirmative Action", which is available on the AMC Learning Management System. This training module will enable you to better understand affirmative action, and assist you in monitoring a diverse workforce at your theatre.

The Affirmative Action Plan for your theatre has been completed, and the demographics and availability analysis of your workforce reflects the demographics of your geographic area and availability of minorities and females for the positions in which your associates are employed. While that is to be commended, please keep in mind that we are always striving to maintain and improve our diversity in the active recruitment of qualified minorities, women, individuals with disabilities and veterans. Local public and private agencies that assist minorities and females with job opportunities, and minority Chambers of Commerce are good resources for such candidates. Be sure to use your state local employment agency. Conduct training and meetings with your supervisors and managers to inform them of the theatre's EEO policy and affirmative action objectives and emphasize to them their responsibility for enforcement and execution of the policies. Review your associate employment records to determine the availability and skill levels of promotable and transferable qualified associates; evaluate your theatre's personnel activities to assure that they are non-discriminatory; encourage associates to refer applicants; and post or announce promotional opportunities. Also, engage in other activities and explore other resources that will enhance the diversity in your workforce.

Should you have any questions or concerns feel free to contact Heather Jacox directly.

Regards,

Kelly Schemenauer
VP, Legal

C: Carla Sanders
Heather Jacox

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the certificate holder is a member of the Employee Information Report Program
in N.S.A.C. 77A.01 et seq. and that the holder is a member of the program. This document is issued
to certify the holder of the program.

VOID



State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res.15.765

Agenda No. 10.P

Approved: _____

TITLE:



WITHDRAWN

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PROVIDING SERVICES IN CONNECTION WITH THE PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2015-2019, THE ANNUAL ACTION PLAN, AND AN UPDATE OF THE CITY'S ANALYSIS OF THE IMPEDIMENTS TO A FAIR HOUSING PLAN

**COUNCIL OFFERED AND MOVED ADOPTION
OF THE FOLLOWING RESOLUTION:**

WHEREAS, in February 23, 2015 the City of Jersey City (City) advertised a Request for Proposals to provide services to the City for the preparation of the City's five year consolidated plan for 2015-2019, the City's annual action plan, and an update of the City's analysis of impediments to a fair housing plan; and

WHEREAS, the United States Department of Housing and Urban Development requires that the City have these plans in order for the City to receive Federal grants; and

WHEREAS, Resolution 15.223 approved on March 25, 2015 awarded a contract in the amount of \$68,960.00 to Mullin & Lonergan Associates to assist the City in preparing these plans; and

WHEREAS, the City awarded the contract under the fair and open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the term of the contract is one year beginning on March 26, 2015 and ending on March 25, 2016; and

WHEREAS, the City needs additional services consisting of CDBG, HOME and AHTF Technical Assistance, Preparation of CAPER, Annual Action Plan and Environmental Review Record, IDIS cleanup and Application review; and

WHEREAS, in order for Mullin & Lonergan Associates to provide these additional services it will be necessary to amend the contract to extend the contract until October 1, 2016 and to increase the contract amount by an additional \$25,000.00; and

WHEREAS, the sum of \$25,000.00 is available in account no. **56-200-56-851-918**; and

WHEREAS, these services qualify as extraordinary unspecificable services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

1. the above recitals are incorporated herein by reference;
2. the contract with Mullin & Lonergan Associates is amended to increase the contract amount by an additional \$25,000.00 and to extend the contract term to October 1, 2016;

City Clerk File No. Res. 15.765Agenda No. 10.P

TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PROVIDING SERVICES IN CONNECTION WITH THE PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2015-2019, THE ANNUAL ACTION PLAN, AND AN UPDATE OF THE CITY'S ANALYSIS OF THE IMPEDIMENTS TO A FAIR HOUSING PLAN

3. the Mayor or Business Administrator is authorized to execute Addendum "A" to the contract which is attached hereto; and
4. notice of this amendment shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I _____, Donna Mauer, as Chief Financial Officer, hereby certify that there are sufficient funds available for the payment of the above resolution in Account No. **56-200-56-851-918** *PO#*

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐☐

REC			
COUNCILPERSON	AYE	NAY	N.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

WITHDRAWN

APPROVED

AGE 10.28.15			
COUNCILPERSON	AYE	NAY	N.V.
VERA			
ATTERMAN			
VARRO, PRES.			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PROVIDING SERVICES IN CONNECTION WITH THE PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2015-2019, THE ANNUAL ACTION PLAN, AND AN UPDATE OF THE CITY'S ANALYSIS OF THE IMPEDIMENTS TO A FAIR HOUSING PLAN

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	x5304	CGandulla@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Preparation of the five year Consolidated Plan and the Annual Action Plan and update the City's Analysis of Impediments to Fair Housing Plan.

Cost (Identify all sources and amounts)

\$25,000.00

Contract term (include all proposed renewals)

One (1) year

Type of award

If "Other Exception", enter type

Additional Information

The City needs additional services consisting of CDBG, HOME and AHTF Technical Assistance, Preparation of CAPER, Annual Action Plan and Environmental Review Record, IDIS cleanup and Application review

I certify that all the facts presented herein are accurate.


Signature of Department Director

for Carmen Gandulla
10/20/15
Date

NON-COLLUSION AFFIDAVIT

State of New Jersey
City of Jersey City is:

I certify that I am William P. Wasielewski

of the firm of Northeast & Bucks Company T/A Mullin & Loneragan Associates

the Respondent making the proposal for the above name project, and that I executed the said proposal with full authority so to do; that said Respondent has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25).

Signature of Respondent: William P. Wasielewski

Title: Secretary

Date: 3/13/2015

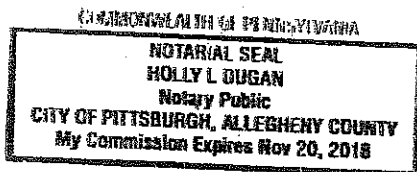
Subscribed and sworn before me this 13 day of March, 2015

(Type or print name of affiant under signature) Holly L Dugan - Holly L. Dugan

Notary Public of City of Pittsburgh, Allegheny County

My Commission Expires Nov 20, 2018

H



PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Michael Kearney	1040 Kunkles Mill Road Lewisberry, PA 17339	25%
Thomas Lonergan	1739 Grandville Circle Jamison, PA 18929	25%
William P. Wasielewski	2625 Syracuse Court Sewickley, PA 15143	25%
Marjorie Williams	59445 Cindy Drive St. Clairsville, OH 43950	25%

SIGNATURE: _____

William P. Wasielewski

TITLE: _____

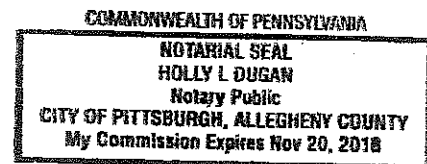
SecretarySUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY13th of March OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Holly L. Dugan

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 2015 - Nov - 18

Holly L. Dugan(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH
THIS PROPOSAL).

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): William P. Wasielewski/Secretary

Representative's Signature: 

Name of Company: Northeast & Bucks Company T/A Mullin & Lonergan Associates

Tel. No.: 412.323.1950

Date: 3-13-15

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 8043

RENEWAL

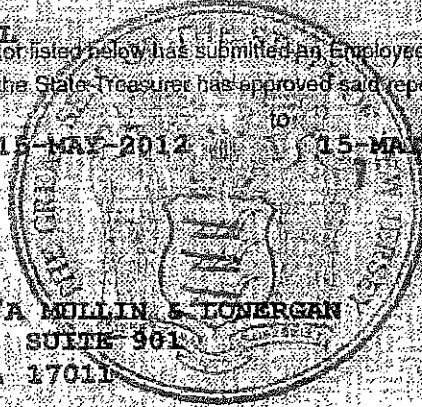
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAY-2012

to

15-MAY-2019

NORTHEAST & BUCK D/B/A MULLIN & LONERGAN
3909 HARTZDALE DRIVE, SUITE 901
CAMP HILL PA 17011



Andrew P. Sidamon-Einstoff
State Treasurer

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN.
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.
DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the Form, go to: www.state.nj.us/treasury/contract_compliance/pdf/en302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1 FID NO OR SOCIAL SECURITY	2 TYPE OF BUSINESS <input type="checkbox"/> 1 MFG <input checked="" type="checkbox"/> 2 SERVICE <input type="checkbox"/> 3 WHOLESALE <input type="checkbox"/> 4 RETAIL <input type="checkbox"/> 5 OTHER		3 TOTAL NO EMPLOYEES IN THE ENTIRE COMPANY 19	
4 COMPANY NAME Northeast and Bucks Company T/A Mullin & Lonergan Associates				
5 STREET 3909 Hartzdale Drive Ste. 901	CITY Camp Hill	COUNTY Cumberland	STATE PA	ZIP CODE 17011
6 NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) none		CITY	STATE	ZIP CODE
7 CHECK ONE IS THE COMPANY <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8 IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ				
9 TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				19
10 PUBLIC AGENCY AWARDED CONTRACT				
Hudson County		Jersey City	Hudson	NJ 07307
Official Use Only	DATE RECEIVED	IN AUG DATE	ASSIGNED CERTIFICATION NUMBER	

SECTION B - EMPLOYMENT DATA

11 Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL 1 TOTAL (Cols 2 & 3)	COL 2 MALE	COL 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN
Officials/Managers	4	3	1					3					1
Professionals	12	4	8					4					8
Technicians													
Sales Workers													
Office & Clerical	3	0	3										3
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	19	7	12										
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12 HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1 Visual Survey <input type="checkbox"/> 2 Employment Record <input type="checkbox"/> 3 Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1 YES <input checked="" type="checkbox"/> 2 NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR 3 13 2015
13 DATES OF PAYROLL PERIOD USED From To			

SECTION C - SIGNATURE AND IDENTIFICATION

16 NAME OF PERSON COMPLETING FORM (Print or Type) William P. Wasielewski	SIGNATURE	TITLE Secretary	DATE MO DAY YEAR 3 13 2015
17 ADDRESS NO & STREET 800 Vinial Street, Suite B414	CITY Pittsburgh	COUNTY Allegheny	STATE ZIP CODE PHONE (AREA CODE, NO, EXTENSION) PA 15212 412 - 323 - 1950

I certify that the information on this Form is true and correct.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): William P. Wasielewski/Secretary
Representative's Signature: William P. Wasielewski
Name of Company: Northeast & Bucks Company T/A Mullin & Loneragan Associates
Tel. No.: 412-322-1950 Date: 3/13/2015

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Northeast & Bucks Company T/A Mullin & Loneragan Associates
Address : 3909 Hartzdale Drive Ste. 901 Camp Hill, PA 17011
Telephone No. : 412.323.1950
Contact Name : William P. Wasielewski

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NORTHEAST & BUCKS CO.
Trade Name: MULLIN & LONERGAN ASSOCIATES, INC
Address: 3909 HARTZDALE DR SUITE 901
CAMP HILL, PA 17011-7838
Certificate Number: 0805510
Effective Date: June 25, 1987
Date of Issuance: August 09, 2013

For Office Use Only:

20130809093322981

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Northeast & Bucks Co. T/A Mullin & Lonergan Assoc. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Northeast & Bucks Co. T/A Mullin & Lonergan Assoc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Northeast & Bucks Company T/A Mullin & Lonergan Associates

Signed William P. Wasielewski Title: Secretary

Print Name William P. Wasielewski Date: 3/13/2015

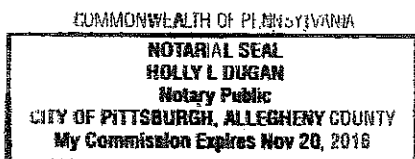
Subscribed and sworn before me

this 13 day of Mar. 2015.

My Commission expires:

Holly L. Dugan
(Affiant)
Holly L. Dugan
(Print name & title of affiant) (Corporate Seal)

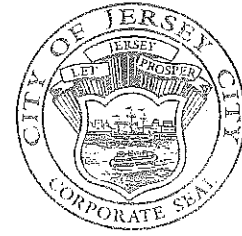
Administrative Assistant



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-766
Agenda No. 10-Q
Approved: OCT 28 2015
TITLE:



RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH CALCAGNI & KANESKY TO REPRESENT EDUARDO TOLOZA, TAX ASSESSOR, ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR, MUHAMMED AKIL, FORMER CHIEF OF STAFF AND THE CITY OF JERSEY CITY IN THE MATTER OF ROXANNE MAYS V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Eduardo Toloza, Tax Assessor; Robert Kakoleski, Business Administrator; Muhammed Akil, former Chief of Staff and the City of Jersey City have been named in a complaint filed by City employee Roxanne Mays in Superior Court of New Jersey alleging violation of civil right, racial discrimination and CEPA rights; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to represent the City of Jersey City in this matter; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of \$150.00 per hour, including expenses, for a total amount not to exceed \$75,000; and

WHEREAS, Calcagni & Kanefsky, possesses the skills and expertise to perform these services; and

WHEREAS, in September, 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Calcagni & Kanefsky submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, N.J.S.A. 40a:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Calcagni & Kanefsky has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Calcagni & Kanefsky from making any reportable contributions during the term of the contract; and

WHEREAS, Calcagni & Kanefsky has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Calcagni & Kanefsky has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the costs of these services in **Account No: 15-14-298-56-000-856**

City Clerk File No. Res. 15.766Agenda No. 10.QTITLE: OCT 28 2015


RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH CALCAGNI & KANEFISKY TO REPRESENT EDUARDO TOLOZA, TAX ASSESSOR, ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR, MUHAMMED AKIL, FORMER CHIEF OF STAFF AND THE CITY OF JERSEY CITY IN THE MATTER OF ROXANNE MAYS V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

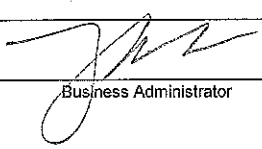
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Calcagni & Kanefsky is hereby authorized for a total amount not to exceed **\$75,000**, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.:15-14-298-56-000-856** for payment of this resolution.


Matthew Hogan, Risk Manager

APPROVED: 10/19/15

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

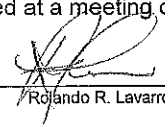
APPROVED 9-0

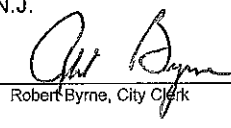
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10-28-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH CALCAGNI & KANEFSKY TO REPRESENT EDUARDO TOLOZA, TAX ASSESSOR, ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR, MUHAMMED AKIL, FORMER CHIEF OF STAFF AND THE CITY OF JERSEY CITY IN THE MATTER OF ROXANNE MAYS V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

A Complaint was filed by City employee Roxanne Mays against the Eduardo Toloza, Robert Kakoleski, Muhammed Akil and the City of Jersey in Superior Court of New Jersey alleging violation of her civil rights, racial discrimination and CEPA rights and due to a conflict of interest, it was necessary to hire outside counsel.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 15-14-298-56-000-856

Contract term (include all proposed renewals)

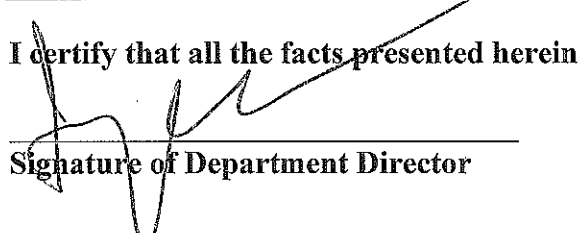
One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the "City") while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications ("RFQ") seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, the Corporation Counsel of the City of Jersey City ("Corporation Counsel") has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any

settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an

inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed

within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may

refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use

alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be

handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2015.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Calcagni & Kanefsky

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): CASEY FRIEDMAN

Representative's Signature: *Casey Friedman*

Name of Company: CALCAGNI & KANETSKY

Tel. No.: 802-397-1796 Date: 6/29/15

Item F. Americans with Disabilities Act

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the city of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: CASEY FRIEDMAN, OFFICE MANAGER
Representative's Signature: [Signature]
Name of Company: CALCAGNI & KANEFSKY
Tel. No.: 862-397-1796 Date: 6/24/15

Item G. MWBE Questionnaire (2 Copies)

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : CALCAGNI & KANEFSKY
Address : 1085 RAYMOND BLVD, NEWARK, NJ 07102
Telephone No. : 862-397-1796
Contact Name : CASEY FRIEDMAN

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: CALCAGNI & KANJEFSKY
Address: 1085 RAYMOND BLVD, NEWARK, NJ 07102
Telephone No.: 862-397-1796
Contact Name: CASEY FRIEDMAN

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☒ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
THOMAS CALCAGNI	475 WASHINGTON BLVD, APT 300N JERSEY CITY, NJ 07310
ERIC KANEFSKY	13 COPPELL DRIVE TENAFLY, NJ 07670

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CALCAGNI & KANEFSKY

Signed: [Signature] Title: Office Manager

Print Name: Cosky Friedman Date: 7/22/15

Subscribed and sworn before me this 22 day of

July, 2015

My Commission expires:

[Signature]
 (Affiant)
Alison G. Crowley
 (Print name & title of affiant) (Corporate Seal)

Attorney at Law
 State of New Jersey

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	CALCA GINI KANEFSKY		
Address:	1085 RAYMOND BLVD, 14TH FLOOR		
City:	NEWARK	State:	NT
		Zip:	07102

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature _____

Casey Friedman
Printed Name

Office Manager
Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

novie

[illegible]☐ Check here if the information is continued on subsequent page(s)

Item L. Certification of Compliance (Ord. 08-128)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128
ADOPTED ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that CALCAGNI & KANEFSKY (name of business entity) has not made any reportable contributions in the **one-year period preceding JULY 30, 2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract CALCAGNI & KANEFSKY (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: CALCAGNI & KANEFSKY

Signed [Signature]
Print Name CASEY FRIEDMAN

Title: OFFICE MANAGER
Date: 6/24/15

Subscribed and sworn before me
this 24 day of JUNE, 2015.
My Commission expires:

ROBERT A. MOSCA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12-1-2019
Robt A Mosca
(Affiant)

(Print name & title of affiant)

(Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

04/08/14

Taxpayer Identification# 270-147-813/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.


If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N. J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
HARRIS, O'BRIEN, ST. LAURENT & CHAUDHRY		
ADDRESS:	SEQUENCE NUMBER:	
1085 RAYMOND BLVD, 14TH FLOOR	1863008	
NEWARK NJ 07102	ISSUANCE DATE:	
EFFECTIVE DATE:	04/08/14	
04/08/14	 Director New Jersey Division of Revenue	
FORM-BRC This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

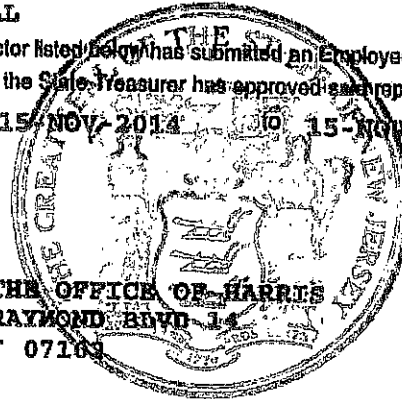
Certification 53680
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-NOV-2014 to 15-NOV-2021

CALCAGNI & KANEFSKY THE OFFICE OF HARRIS
ONE NEWARK CTR 1085 RAYMOND BLVD 14
NEWARK NJ 07102

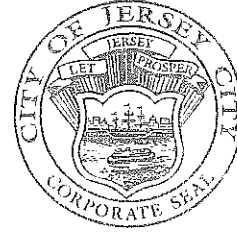


[Handwritten signature]

Andrew P. Sidamon-Eristoff
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.767
Agenda No. 10.R
Approved: OCT 28 2015
TITLE:



RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH BRACH EICHLER TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; JOSEPH CONNORS, DEPUTY CHIEF OF POLICE AND THE CITY OF JERSEY CITY IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.

Council
resolution:

offered and moved adoption of the following

WHEREAS, Mayor Steven Fulop; Robert Kakoleski, Business Administrator; James Shea, Public Safety Director; Philip Zacche, Chief of Police; Joseph Connors, Deputy Chief of Police and the City of Jersey City have been named in a Complaint filed by David Goldrich in United States District Court, District of New Jersey alleging political retaliation and violation of his civil rights; and

WHEREAS, The Corporation Counsel has recommended the appointment of outside counsel to represent Mayor Steven Fulop; Robert Kakoleski, Business Administrator; James Shea, Public Safety Director; Philip Zacche, Chief of Police; Joseph Connors, Deputy Chief of Police and the City of Jersey City in this matter; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$50,000**; and

WHEREAS, Brach Eichler possesses the skill and expertise to perform these services; and

WHEREAS, in September, 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Brach Eichler submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Brach Eichler has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Brach Eichler from making any reportable contributions during the term of the contract; and

WHEREAS, Brach Eichler has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Brach Eichler has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the costs of these services in **Account No: 15-14-298-56-000-856**; and

City Clerk File No. Res. 15-767Agenda No. 10-R OCT 28 2015

TITLE:


RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH BRACH EICHLER TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; JOSEPH CONNORS, DEPUTY CHIEF OF POLICE AND THE CITY OF JERSEY CITY IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Brach Eichler is hereby authorized for a total amount not to exceed **\$50,000**, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.: 15-14-298-56-000-856** for payment of this resolution.


Matthew Hogan, Risk Manager

kk
10/19/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

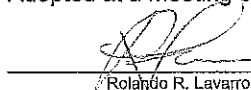
Certification Required ☐Not Required ☐APPROVED **9-0**

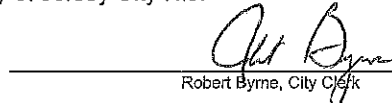
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH BRACH EICHLER TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; JOSEPH CONNORS, DEPUTY CHIEF OF POLICE AND THE CITY OF JERSEY CITY IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

A complaint was filed in the United States District Court by Leutenient David Goldrich against Mayor Steven Fulop; Robert Kakoleski, Business Administrator; Philip Zacche, Chief of Police; Joseph Connors, Deputy Chief of Police; and the City of Jersey alleging political retaliation and violation of his civil rights. Due to a conflict of interest, it was necessary to hire outside counsel to represent the defendants in this matter.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 15-14-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award

Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the "City") while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications ("RFQ") seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, the Corporation Counsel of the City of Jersey City ("Corporation Counsel") has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any

settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an

inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed

within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may

refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use

alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be

handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2015.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Brach Eichler

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Matthew M. Collins, Esq.

Representative's Signature: 

Name of Company: Brach Eichler L.L.C.

Tel. No.: 973-403-3151

Date: 6/23/15

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: <http://www.state.nj.gov/purchase/contract-compliance/aa302.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID NO. OR SOCIAL SECURITY 0000000000	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 127
4. COMPANY NAME Brach Eichler L.L.C.		
5. STREET 101 Eisenhower Parkway	CITY Roseland	COUNTY Essex
STATE NJ	ZIP CODE 07068	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 127		
10. PUBLIC AGENCY AWARDING CONTRACT		
CITY City of Jersey City	COUNTY Jersey City	STATE NJ
ZIP CODE 07302		
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

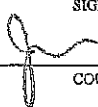
SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN
Officials/Managers	28	20	8					20					8
Professionals	51	28	23				2	26	1				22
Technicians	3	2	1					2	1				
Sales Workers													
Office & Clerical	40	1	39	1					1	5		2	31
Craftworkers (Skilled)													
Operatives (Semi-skilled)	4	3	1	1	2				1				
Laborers (Unskilled)													
Service Workers													
TOTAL	126	54	72	2	2		2	48	2	7		2	61
Total employment from previous report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 11/1/15 To: 6/1/15		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Jim W. Smith	SIGNATURE 	TITLE Managing Director	DATE MO DAY YEAR 6 28 15
17. ADDRESS NO & STREET 101 Eisenhower Parkway	CITY Roseland	COUNTY Essex	STATE NJ
ZIP CODE 07068		PHONE (AREA CODE, NO. EXTENSION) 973 - 228 - 5700	

Item F. Americans with Disabilities Act

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Matthew M. Collins, Esq.

Representative's Signature: _____

Name of Company: Brach Eichler L.L.C.

Cal. No.: 973-403-3151

Date: 6/23/13

Item G. MWBE Questionnaire (2 Copies)

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Brach Eichler L.L.C.
Address : 101 Eisenhower Parkway, Roseland, New Jersey 07068
Telephone No. : 973-403-3151
Contact Name : Matthew M. Collins, Esq.

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Brach Eichler L.L.C.
Address: 101 Eisenhower Parkway, Roseland, NJ 07068
Telephone No.: 973-403-3151
Contact Name: Matthew M. Collins, Esq.

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Item L. Certification of Compliance (Ord. 08-128)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128
ADOPTED ON SEPTEMBER 3, 2008**


PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Brach Eichler L.L.C. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Brach Eichler L.L.C. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity:

Signed  Title: Member
Print Name Matthew M. Collins, Esq. Date: 6/21/15

Subscribed and sworn before me

this 23 day of June, 2015.

My Commission expires:

DIANE FAMULA

Diane Famula

(Affiant)

A Notary Public of New Jersey

My Commission Expires 09/12/2017

(Print name & title of affiant)

(Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

04/29/09

Taxpayer Identification# 264-590-220/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

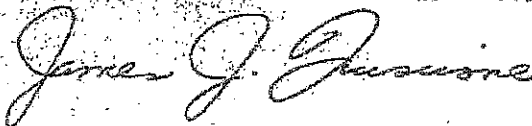
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: BRACH EICHLER L.L.C.	TRADE NAME:	
ADDRESS: 101 EISENHOWER PARKWAY ROSELAND NJ 07068	SEQUENCE NUMBER: 1483315	
EFFECTIVE DATE: 04/29/09	ISSUANCE DATE: 04/29/09	
FORM-BRC		
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2015 to 15-JUL-2018



BRACH EICHLER LLC
101 EISENHOWER PARKWAY
ROSELAND

NJ 07068



Robert A. Romano

Robert A. Romano,
Acting State Treasurer

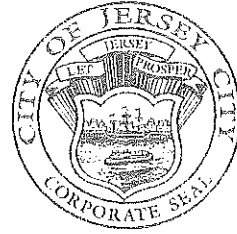
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.768

Agenda No. 10-S

Approved: OCT 28 2015

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF SHAIN, SCHAFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 15-254 on April 8, 2015 authorizing a professional services agreement with the law firm of Shain, Schaffer & Raffanello, Esqs., 150 Morristown Road, Suite 105, Bernardsville, NJ 07924 as Special Counsel to represent the City of Jersey City in the matter of Realty Appraisal Company v. City of Jersey City; and

WHEREAS, the City of Jersey City was named in a complaint alleging that the City of Jersey City owes payment for work it completed on tax revaluations; and

WHEREAS, the firm of Shain, Schaffer & Rafanello, Esqs. agreed to perform these services at the same rate of **\$150.00 per hour** for a total amount not to exceed **\$75,000**, including expenses; and

WHEREAS, Shain, Schaffer & Rafanello, Esqs. possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40a:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, in September 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under Pay-to-Play Law; and

WHEREAS, Shain, Schaffer & Rafanello, Esqs. Submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, the law firm of Shain, Schaffer & Rafanello, Esqs. have completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Shain, Schaffer & Rafanello, Esqs. from making any reportable contributions during the term of the contract; and

WHEREAS, Shain, Schaffer & Rafanello, Esqs. have submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Shain, Schaffer & Rafanello, Esqs. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the cost of these services in Account No.: **15-14-298-56-000-856**; and

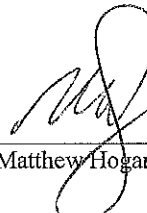
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF SHAIN, SCHAFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY

1. The contract with Shain, Schaffer & Rafanello, Esqs. is hereby amended for one year, for a total amount to be increased by an additional **\$75,000** for a total amount of **\$250,000**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. This agreement is awarded without competitive bidding, as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.
4. A copy of the resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
6. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in **Account No.: 15-14-298-56-000-856** for payment of this resolution

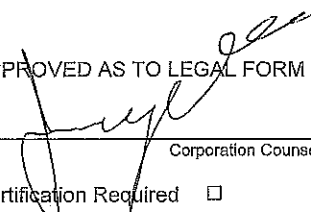

Matthew Hogan, Risk Manager

igp
10/19/15

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

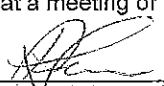
APPROVED 9-0

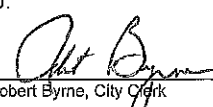
RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>10.28.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF SHAIN, SCHAFFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

A Complaint was filed by Realty Appraisal Company against the City of Jersey City in the Superior Court of New Jersey alleging that the City owes payment for work it completed on the revaluation and due to a conflict of interest, it was necessary to hire outside counsel.

Cost (Identify all sources and amounts)

IFC
15-14-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the "City") while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications ("RFQ") seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, the Corporation Counsel of the City of Jersey City ("Corporation Counsel") has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any

settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an

inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed

within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may

refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use

alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be

handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2015.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Shain, Schaffer & Rafanello, P.C.

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

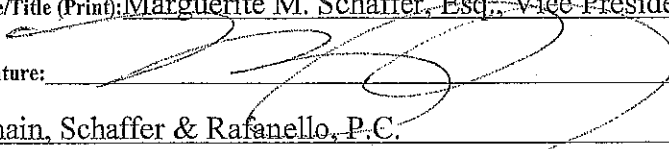
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Marguerite M. Schaffer, Esq., Vice President/Managing Principal

Representative's Signature: 

Name of Company: Shain, Schaffer & Rafanello, P.C.

Tel. No.: (908) 953-9300

Date: June 23, 2014

Item D.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

☐ (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

☐ (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

☐ (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Shain, Schaffer & Rafanello, P.C.

SIGNATURE: _____

DATE: June 23, 2015

PRINT NAME: Marguerite M Schaffer, Esq.

TITLE: Vice President and
Managing Principal

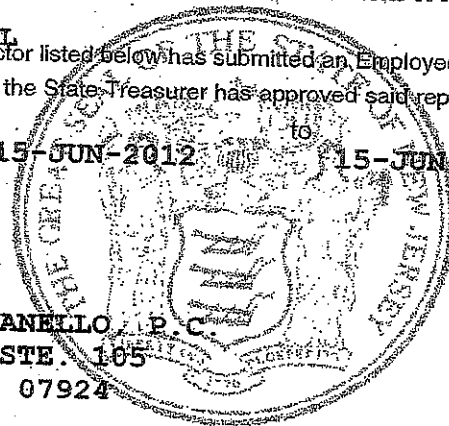
Certification 25054

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012 to 15-JUN-2019

SHAIN, SCHAFER & RAFANELLO, P.C.
150 MORRISTOWN ROAD, STE. 105
BERNARDSVILLE NJ 07924



[Signature]

Andrew P. Sidamon-Eristoff
State Treasurer

Item F. Americans with Disabilities Act

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Marguerite M. Schaffer, Esq., Vice President/Managing Principal
Representative's Signature: _____
Name of Company: Shain, Schaffer & Rafanello, P.C.
Tel. No.: (908) 953-9300 **Date:** June 23, 2014

Item G. MWBE Questionnaire (2 Copies)**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Shain, Schaffer & Rafanello, P.C.

Address : 150 Morristown Road, Suite 105, Bernardsville, New Jersey 07924

Telephone No. : (908) 953-9300

Contact Name : Marguerite M. Schaffer, Esq.

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned Business (WBE) ☒ Neither

Definitions**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

01/07/10

Taxpayer Identification# 223-011-616/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

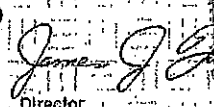
If you have any questions or require more information, feel free to call our Registration Hotline at (609) 492-4200.

Wish you continued success in your business endeavors.

Sincerely,



James J. Fuscone
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY	
BUSINESS REGISTRATION CERTIFICATE	
TAXPAYER NAME:	TRADE NAME:
SHAIN SCHAFER, RAFANELLO, P.C.	
ADDRESS:	SEQUENCE NUMBER:
150 MORRISTOWN STE 105 BERNARDSVILLE NJ 07924	0567809
EFFECTIVE DATE:	ISSUANCE DATE:
04/02/86	01/07/10
 Director New Jersey Division of Revenue	
FORM-BRC (04-00) B2000401	

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

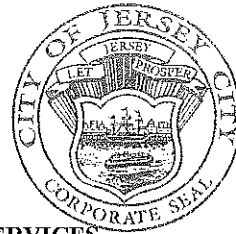
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.769

Agenda No. 10.T

Approved: OCT 28 2015

TITLE:



RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO HODULIK & MORRISON, P.A., CERTIFIED PUBLIC ACCOUNTANTS

COUNCIL

Offered and moved adoption

of the following resolution:

WHEREAS, the City of Jersey City (City) needs forensic auditing services in connection with Payment In Lieu of Taxes (PILOT) programs granted to various property owners; and

WHEREAS, Hodulik & Morrison, P.A. (H&M), 1102 Raritan Avenue, P.O. Box 1450, Highland Park, New Jersey 08904 is qualified to perform these services and will provide the services for a total contract amount not to exceed \$20,000.00 which is based on the fee schedule set forth below; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the City's Tax Collector has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, H&M has completed and submitted a Business Entity Disclosure Certification which certifies that H&M has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit H&M from making any reportable contributions during the term of the contract; and

WHEREAS, H&M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, H&M has submitted a Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$20,000.00 are available in Account No. 01-201-20-145-312; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Hodulik & Morrison, P.A. for forensic auditing services in connection with Payment In Lieu of Taxes (PILOT) programs granted to various owners for a total contract amount not to exceed \$20,000.00 which is based on the following fee schedule:

Principal	\$135.00 per hour
Senior Accountant	\$115.00 per hour

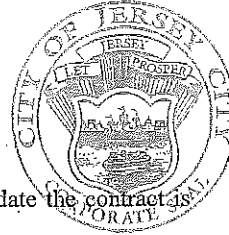
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-769

Agenda No. 10.1

Approved: OCT 28 2015

TITLE: Junior Accountant \$110.00 per hour;



2. The contract term shall be twelve (12) months commencing on the date the contract is executed by City officials;
3. This contract is awarded as a professional services contract pursuant to N.J.S.A. 40A:11-5(1)(a)(1);
4. A copy of this resolution shall be printed in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I hereby certify that funds in the amount of \$20,000.00 are available in Account No. 2015-01-201-20-145-312 for payment of this resolution. PO# 118870

Donna Mauer

Donna Mauer, Chief Financial Officer

RR
9-28-15

APPROVED: [Signature]

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10-28-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO
HODULIK & MORRISON, P.A., CERTIFIED PUBLIC ACCOUNTANTS

Initiator

Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution is to award a professional service agreement to the certified public accounts Hodulik & Morrison PA to audit the Payments in Lieu of Taxes (PILOTS).

I certify that all the facts presented herein are accurate.


Signature of Department Director

9.29-15
Date

AGREEMENT

AGREEMENT made this _____ day of October, 2015 between the City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302, a Municipal Corporation of the State of New Jersey ("City") and Hodulik & Morrison, P.A., 1102 Raritan Avenue, P.O. Box 1450, Highland Park, New Jersey 08904 (hereinafter referred to as "Consultant").

WHEREAS, the City needs forensic accounting audit services in connection with Payment in Lieu of Taxes (PILOT) programs granted to various property owners; and

WHEREAS, Consultant agrees to provide forensic accounting services to the City; and

WHEREAS, this Agreement was authorized by Resolution _____, approved on _____, July 2015.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for Consultant to provide forensic accounting services in connection with the Payment in Lieu of Taxes (PILOT) agreements granted to various property owners.

ARTICLE II

Scope of Services

1. An urban renewal entity is an entity that received a tax abatement from the City. The Consultant shall audit the financial records and review the payments made to the City by various urban renewal entities to determine if they are in compliance with their financial agreements with the City.

2. Such described services shall be performed during a period of twelve (12) months commencing upon the execution of this Agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

ARTICLE III
Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. The total fee payable to Consultant for the entire term of this Agreement shall not exceed \$20,000 which is based on the fee schedule set forth below:

Principal	\$135.00 per hour
Senior Accountant	\$115.00 per hour
Junior Accountant	\$110.00 per hour;

2. The City agrees to pay the Consultant's fee in monthly payments. Compensation shall be payable upon submission and verification of monthly invoices to the Tax Collector or her designee. Each invoice shall include a description of all services, materials, and equipment for which the invoice is being submitted. Consultant understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V
Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Consultant with not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than TWO MILLION DOLLARS (\$2,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

C. Automobile Liability Coverage: covering as insured Consultant with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work. Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

ARTICLE VI

Termination

Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days written notice. Upon receipt of termination

notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

ARTICLE VII

Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

ARTICLE VIII

Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this agreement.

ARTICLE VIX

Entire Agreement

1. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby

ARTICLE X

Assignment

Consultant shall make no assignment or transfer of this agreement or assign or transfer any part of the work under this agreement.

ARTICLE XI
Choice of Law

This agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE XII
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

ARTICLE XIII
Counter-parts

This agreement shall be executed in two counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XIV
Paragraph Headings

The paragraph headings in this agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

ARTICLE XV
Severability

If any provision of this agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this agreement.

ARTICLE XVI
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate

as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XVIII

Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Maureen Cosgrove, CMFO/CTC
Tax Collector
Department of Administration – Tax Collection Office
280 Grove Street, Room 101
Jersey City, New Jersey 07302

ARTICLE XIX

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty

of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XX

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

Article XXI

Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

Article XXII

Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives

contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ARTICLE XXIII
City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

ATTEST:

HODULIK & MORRISON, P.A.

DETERMINATION OF VALUE CERTIFICATION

Maureen Cosgrove, of full age, hereby certifies as follows:

1. I am the Tax Collector for the City of Jersey City (City).
2. Attached to this Certification is a resolution awarding a contract to Hodulik & Morrison, P.A. without public bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i) to provide accounting services.
3. The term of the contract is twelve (12) months effective as of the date City officials execute the contract.
4. The amount of the contract is \$20,000 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 9.28.15


Maureen Cosgrove
Tax Collector

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop	Frank Gajewski for Council
Team Fulop	Friends of Khemraj “Chico” Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Robert S. Morrison	71 Fieldstone Court, Skillman, NJ 08558
Andrew G. Hodulik	717 Dixie Lane, Plainfield, NJ 07062

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Hodulik & Morrison, P.A.

Signature of Affiant: _____ Title: Vice-President

Printed Name of Affiant: Andrew G. Hodulik Date: June 22, 2015

Subscribed and sworn before me this 22 day of June, 2015.

My Commission expires:

STACY A. CHELKOWSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/21/2020

Stacy A. Chelkowski
(Witnessed or attested by)

(Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Hodulik & Morrison, P.A.		
Address:	1102 Raritan Avenue		
City:	Highland Park	State: NJ	Zip: 08904

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Andrew G. Hodulik

Printed Name

Vice President

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Hodulik & Morrison, P.A. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Hodulik & Morrison, P.A. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Hodulik & Morrison, P.A.

Signed: _____ Title: Vice-President

Print Name: Andrew C. Hodulik Date: June 22, 2015

Subscribed and sworn before me
this 22 day of June, 2015.
My Commission expires:

Stacy A. Chelkowski
(Affiant)
Stacy A. Chelkowski
(Print name & title of affiant) (Corporate Seal)

STACY A. CHELKOWSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/21/2020

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

STATE OF NEW JERSEY		BUSINESS REGISTRATION CERTIFICATE	
TAXPAYER NAME		TRADE NAME	
MODULIK & MORRISON, P.A.			
TAXPAYER IDENTIFICATION#		SEQUENCE NUMBER	
222-488-43870002		0480435	
ADDRESS		ISSUANCE DATE	
1102 BARLITA DRIVE BOX 1150		09/15/04	
HIGHLAND PARK NJ 08041			
EFFECTIVE DATE			
12/06/93			
FORM-BR008-011		Cell Director	

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Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.770
Agenda No. 10.U
Approved: OCT 28 2015
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO ELEMENT ARCHITECTURAL GROUP, IN CONNECTION WITH DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HISTORIC PRESERVATION CITY HALL - FRONT AND SIDE ENTRANCE STAIRS REHABILITATION, PROJECT NO. 2014-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of a historic consulting architectural firm in connection with design and construction administration for the Historic Preservation City Hall Front and Side Entrance Stair Rehabilitation at City Hall, 280 Grove Street, Jersey City, New Jersey; and

WHEREAS, the City did publicly advertise Request for Proposals (RFP) for Historic Architectural Services through the fair and open process; and

WHEREAS, six (6) responses were received from firms and evaluated as to their qualifications to provide these services. Proposals were received from:

<u>Name of Firm</u>	<u>Total Fee</u>
Element Architectural Group	\$67,600.00
HMR Architects	\$83,250.00
Clarke Caton Hintz	\$96,675.00
The Musial Group Architecture	\$174,920.00
DeBiasse & Seminara	\$288,094.00

WHEREAS, the City is awarding this contract pursuant to the Fair and Open Provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Element Architectural Group, 12 N. State Route 17, Suite 220, Paramus, New Jersey 07652, possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated July 30, 2015; and

WHEREAS, Element Architectural Group, have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, these funds are available for this expenditure from Various City Building - Capital Account:

04-215-55-941-991 P.O. No. 118716 \$67,600.00

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services which may be awarded without public bidding; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

City Clerk File No. Res. 15.770Agenda No. 10.0 OCT 28 2015

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO ELEMENT ARCHITECTURAL GROUP, IN CONNECTION WITH DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HISTORIC PRESERVATION CITY HALL - FRONT AND SIDE ENTRANCE STAIRS REHABILITATION, PROJECT NO. 2014-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of Element Architectural Group, for a lump sum fee not to exceed SIXTY-SEVEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$67,600.00) for the contract period of twelve (12) months;
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A copy of this Resolution shall be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution;
4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference shall be placed on file with this resolution; and
5. The award of this contract shall be subject to the condition that Element Architectural Group provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-941-991 for payment of the above Resolution.

October 19, 2015

RR/ab

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

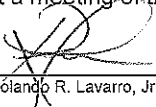
Certification Required ☐Not Required ☐**APPROVED 9-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>10.28.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO ELEMENT ARCHITECTURAL GROUP, IN CONNECTION WITH DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HISTORIC PRESERVATION CITY HALL - FRONT AND SIDE ENTRANCE STAIRS REHABILITATION, PROJECT NO. 2014-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION.

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	Wellerb@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The services of a Historic Preservation Architectural Consultant is needed for design, construction documents and construction administration services for the rehabilitation of the front and side entrance stairs of City Hall at 280 Grove Street.

Cost (Identify all sources and amounts)

\$67,600.00 (Various City Buildings)
04-215-55-941-991

Contract term (include all proposed renewals)

The term of this will be twelve (12) months after award of the contract.

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

Professional design services to be included in this Contract will encompass the following disciplines:

1. All required Site Permitting/Building Analysis/Restoration/State Review
2. Architectural/Mechanical/Electrical/Plumbing Historic Design;
3. Construction Drawings and Specifications; and
4. Construction Administration and Submittal Review

I certify that all the facts presented herein are accurate.


Signature of Division Director

10.19.15
Date



**CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION**

PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 19, 2015

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council *RL*

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering and Traffic and Transportation

SUBJECT : City Hall - Front and Side Entrance Stairs Rehabilitation
Project No. 2014-018
Re: Element Architectural Group

Attached for your consideration is the Resolution authorizing the award of a contract to Element Architectural Group in connection with design, construction documents and construction administration services for the Historic Preservation City Hall - Front and Side Entrance Stair Rehabilitation project. Element's services include the following:

1. All required Site Permitting/Building Analysis/Restoration/State Review
2. Architectural/Mechanical/Electrical/Plumbing Historic Design;
3. Construction Drawings and Specifications; and
4. Construction Administration and Submittal Review

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

AGREEMENT

Agreement made this day of 2015, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **Element Architectural Group, 12 N. State Route 17, Suite 220, Paramus, New Jersey 07652** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional historic Architectural Consultant** in connection with the **Historic Preservation of City Hall Front and Side Entrance Stairs, 280 Grove Street, Jersey City, New Jersey 07302**.

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to **historic preservation of City Hall Front and Side Entrance Stairs**.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with professional **Historic Architectural** services in connection with **the rehabilitation of the front and side entrance stairs at City Hall**.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **Historic Architectural** services in accordance with the revised Request for Proposals (RFP) prepared by the Division of Architecture dated **July 7, 2015** and the proposal prepared by the CONSULTANT dated **July 30, 2015**.

2. Such described services shall be performed during a period of **twelve (12) months**.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with a degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement will be on a monthly basis in accordance with the attached quote dated **July 30, 2015** with a total cost not to exceed **Sixty-Seven Thousand Six Hundred (\$67,600.00) Dollars.**

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached quote prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as an additional insurance when possible, shall be provided. Insurance requirements are as follows:

- A. Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- B. Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- C. Automotive Liability in the amount of \$1,000,000 combined single limit.
- D. Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. All certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **City Hall - Front and Side Entrance Stair Rehabilitation, Project No. 2014-018.**

2. The insurance policies described in this Article shall be kept in force for the period specified below:

- A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.

- B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a **bi-weekly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of a termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this Contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Chief Architect of the Division of Architecture of the CITY on any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this Contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance with Equal Employment Opportunity/Affirmative

Action Plan

1. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and Additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or

- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans With Disabilities language that is included as Appendix A of this quote and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, omission, or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify and defend the CITY, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract will be awarded in accordance with the City of Jersey City's Contractor Play-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their duly authorized officers.

CITY OF JERSEY CITY

ATTEST

ROBERT KAKOLESKI
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

Element Architectural Group

BY: _____

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATT HOGAN
Risk Manager



**CITY OF JERSEY CITY
REQUEST FOR PROPOSALS:**

HISTORIC PRESERVATION ARCHITECTURAL SERVICES:

CITY HALL – FRONT AND SIDE ENTRANCE STAIRS REHABILITATION

SUBMISSION DEADLINE:

11:00 A.M.

JULY 23, 2015

ADDRESS ALL PROPOSALS TO:

Peter Folgado

Purchasing Agent, RPPO, QPA

394 Central Avenue, 2nd Floor

Jersey City, N.J. 07307

Revised July 7, 2015

**CITY OF JERSEY CITY, NJ
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC AND TRANSPORTATION**

REQUEST FOR PROPOSALS

PURPOSE: Historic Architectural Services

DUE DATE: 7/23/2015

SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 Organization Requesting Proposal

City of Jersey City – Division of Architecture, Engineering, Traffic and Transportation
13 – 15 Linden Avenue East, 1st Floor
Jersey City, NJ 07305

1.2 Contact Person

Peter Folgado, RPPO, QPA
Purchasing Agent
Department of Administration/Division of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, NJ 07307
(201) 547-5156
Peterf@jcnj.org

1.3 Procurement Process

This contract will be awarded as a professional services agreement using the "fair and open" process under the "New Jersey Local Unit Pay-to-Play Law", N.J.S.A. 19:44A-20.4 et seq.

The City Council will vote to approve a resolution awarding a contract to the Contractor for a sum not to exceed a specified amount and for a term of six (6) months.

1.4 Contract Form

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City of Jersey City (City) arising out of, or by reason of, the work done and materials furnished under this Contract.

1.5 Informational meeting

There will not be an informational meeting for this RFP process.

1.6 Submission deadline

Proposals must be submitted to, and be received by the Department of Administration/Division of Purchasing, via mail or hand delivery, by 11:00 a.m. prevailing time on July 23, 2015. Proposals will not be accepted by facsimile transmission or e-mail.

**CITY OF JERSEY CITY, NJ
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC AND TRANSPORTATION**

REQUEST FOR PROPOSALS

PURPOSE: Historic Architectural Services

DUE DATE: 7/23/2015

1.7 Opening of proposals

Proposals shall be opened in public at 11:00 a.m. prevailing time on July 23, 2015 in the Division of Purchasing Conference Room, located at 394 Central Avenue, 2nd Floor, Jersey City, N.J. 07307.

1.8 Definitions

The following definitions shall apply to and are used in this Request for Proposal (RFP):

"City" - refers to the City of Jersey City.

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Consultant" or "Consultants" - refers to the interested persons and/or firm(s) that submit a Proposal.

"HPC" – refers to the Jersey City Historic Preservation Commission;

"NJSHPO" - refers to the New Jersey State Historic Preservation Office.

1.9 Submission address

All proposals should be sent to:

**Peter Folgado, Purchasing Agent, RPPO, QPA
Department of Administration/Division of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, N.J. 07307**

SECTION 2: INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction and Purpose

The City is seeking proposals from qualified Respondents to provide specific architectural services.

**CITY OF JERSEY CITY, NJ
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC AND TRANSPORTATION**

REQUEST FOR PROPOSALS

PURPOSE: Historic Architectural Services

DUE DATE: 7/23/2015

2.2 Fair and Open Process

This contract will be awarded using the "fair and open" process under the "New Jersey Local Unit Pay-to-Play Law", N.J.S.A. 19:44A-20.4 et seq.

The City has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to assure that each Respondent is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each proposal received.

2.3 Evaluation

Proposals will be reviewed and evaluated by the Department of Administration, the Division of Architecture, Engineering, Traffic and Transportation and Staff of the Jersey City Historic Preservation Commission. The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

2.4 Procurement Schedule

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

<u>Activity</u>	<u>Date</u>
1. Issuance of Request for Proposals	June 19, 2015
2. Receipt of Proposals	July 23, 2015
3. Completion of evaluation of Proposals	August 20, 2015
4. Award of contract	September 9, 2015

2.5 Addenda or Amendments to RFP

During the period provided for the preparation of Proposals, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. Each Respondent is required to acknowledge receipt of all addenda by executing and submitting with its Proposal the "Acknowledgment of Receipt of Addenda". All Proposals shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

**CITY OF JERSEY CITY, NJ
DIVISION OF ARCHITECTURE, ENGINEERING,
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REQUEST FOR PROPOSALS

PURPOSE: Historic Architectural Services

DUE DATE: 7/23/2015

All communications concerning this RFP or the Proposal process shall be conducted through the City's Purchasing portal – BidSync.com. Responses to all questions will be forwarded as addenda to all prospective Vendors who have provided accurate and current contact information (mailing address, fax number, e-mail address), also via the BidSync portal.

No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any Vendor. Such request shall be through the City's Purchasing portal – BidSync.com. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the Proposal for goods and services.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this Proposal specification in order to respond to inquiries received from prospective Vendors or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

2.6 Rights of the City

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

2.7 Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

2.8 Proposal evaluation

Proposals will be evaluated by the Department of Administration and the Division of Architecture, Engineering, Traffic and Transportation based on the specific criteria detailed in Section 6.

**CITY OF JERSEY CITY, NJ
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC AND TRANSPORTATION**

REQUEST FOR PROPOSALS

PURPOSE: Historic Architectural Services

DUE DATE: 7/23/2015

2.9 Written Proposal

Prospective Respondents must submit a written proposal in a format specified by the City. The required format is detailed in Section 3.

2.10 Oral presentation

Not required for this RFP

2.11 Additional requirements

Consultant is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C 17:27-1.1 et seq, the Affirmative Action Rules.

A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock. If a party responding to this RFP is a partnership, Respondent shall list the names of those partners owning 10% or more of the partnership.

Section 8 of this document describes general terms and conditions. Section 9 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

2.12 Disposition of RFP

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

SECTION 3: WRITTEN PROPOSAL FORMAT

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

3.1 Mandatory content

Each proposal submitted must contain the fifteen (15) sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Background
- Scope
- Objectives
- Project Approach
- Project Organization
- Project Work plan (including project organization, critical success factors and risks)
- Key Dates & Deliverables
- The City of Jersey City Responsibilities
- Staffing
- Assumptions
- Timing & Fees
- Appendices/Other

The information requested by the sectional format described above is further defined.

3.2 Title Page

The proposal should include a title page, which identifies the project; the Respondent's firm, name of the Respondent's primary contact, address, telephone number, fax number and email address.

3.3 Table of Contents

The Respondent's proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

3.4 Executive Summary

This section should include a summary of the key points and highlights of the Respondent's response and should discuss the pricing contained in the proposal.

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DIVISION OF ARCHITECTURE, ENGINEERING,
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REQUEST FOR PROPOSALS

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3.5 Background

In this section of the proposal, the Respondent should review its understanding of the business drivers behind the City's strategy.

3.6 Scope

In this section of the proposal, the Respondent should state what it believes to be the scope of the intended strategy within the City. If there are any gaps between what the Respondent believes should be the proper scope of the solution given all information known at the time of this RFP, the Respondent should clearly state these gaps in this section and clearly mark these concerns as such.

3.7 Objectives

In this section of the proposal, the Respondent should state what it believes to be primary objectives for each element of the plan. Respondents may choose to offer suggestions to the City on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

3.8 Project Approach

A general discussion of the approach the Respondent is proposing should be contained in this section. This should include detail of all assumptions being made to accomplish the desired approach. A discussion of the high level tasks and key milestones should be described in this section and tie directly or be referenced directly to deliverables in the work plan. Additionally, Respondents should highlight any risks they deem to be significant enough in nature, which could result in any priority specification within the project that would not be delivered on time, and on budget.

3.9 Project Organization

This section should detail the organizational structure you believe necessary to accomplish each phase of the project within the desired time frame and budget. Illustrate interfacing with the Division of Architecture, Engineering, Traffic and Transportation and illustrate how communication with the Owner will be conducted to ensure progress, manage the flow of information, and pro-actively address problems. You can supply organizational flowcharts, if you wish, but they must fit within the bound proposal (either on 8-1/2 x 11, or an 11 x 17 fold-out).

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3.10 Project Work Plan

In addition to providing a high-level project work plan, this section should describe each of the proposed phases, activities and tasks that the City should execute to achieve success. In addition to the tasks, it is assumed that the Respondent will identify the resources needed to complete the associated task, and that the resource identified will have been included in the project organizational structure. All assumptions that were made to complete the project plan should be documented in this section.

The work plan should present a picture of key activities, milestones, key dates etc. necessary to deliver this project. The City recognizes that each Respondent brings its own methodology and work plan.

3.11 Key Dates & Deliverables

Respondent is required to submit with its proposal the design development schedule for; project authorization, construction documents; Plans and Specifications for City Hall – Front and Side Entrance Stairs Rehabilitation. After the Municipal Council awards the contract and City officials execute the contract, the Consultant shall have forty-five (45) days to: 1) to make any necessary revisions to the preliminary design based on limited input from the community, the Business Administrator and the Division of Architecture, Engineering, Traffic and Transportation and 2) the full term for all deliverables for this contract shall be six (6) months.

Illustrate how you intend to meet the present milestone dates for the project which shall be completed within 6 months from award of Contract.

3.12 Jersey City Responsibilities

In this section, the Respondent should clearly describe any assumptions relating to the responsibilities and/or commitments the Respondent is expecting of the City throughout the life of this project.

3.13 Staffing

A discussion of the project team that will be utilized should be contained in this section. The City requests that as part of the discussion here, the Respondent state exactly the role the proposed Respondent team member will assume on each phase and detail the qualifications for the role that the team member possesses.

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Organizational Flowchart & Resumes: What the City does not want is a resume of every single person that may be involved. This section should present the resumes of **only** key personnel involved in producing the work product. Try to limit this to those significant individuals named on the organizational flowchart. Resumes should be descriptive, but should be limited to one (1) page maximum per individual.

Key Personnel & Staffing: This is an essential companion to Section 8 above, and should be a brief description of the project team members, stating exactly what role each key personnel member will assume in this project. Key sub-consultant team members should also be listed.

3.14 Assumptions

In this section, Respondents should state any assumptions being made relating to any part of the proposal or project strategy.

3.15 Timing and Fees

In this section, please describe the timing and associated fees the Respondent is proposing for the implementation. Respondents should be sure to include all expenses associated with delivery, in addition to professional fees. Respondents should identify hourly participation and hourly fees by specific personnel.

It is important to note that pursuant to N.J.S.A 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Therefore, any proposals which specify payment upon contract signing will be deemed unresponsive and rejected.

3.16 Appendices/Other

This section should include at minimum: Respondent qualifications, references and resumes. If Respondents think that other materials are necessary (such as promotional literature, white papers, etc) they should provide them in a separate document clearly labeled "Additional Materials" in order to adhere to the 30 page maximum guideline for proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

CITY OF JERSEY CITY, NJ
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC AND TRANSPORTATION
PURPOSE: Historic Architectural Services

REQUEST FOR PROPOSALS

DUE DATE: 7/23/2015

SECTION 4: SCOPE OF SERVICES

INTRODUCTION

The City of Jersey City - Division of Architecture, Engineering, Traffic and Transportation is seeking lump-sum Proposals Responsive to the Request for Proposals (RFP) for the Professional Services of a Historic Preservation Architectural Consultant and Site/Civil sub-consultants for design and construction administration of a proposed stair replacement and reconstruction project at Jersey City City Hall. Designed by Lewis H. Broome (1849-1927) and completed in 1896, Jersey City Hall is an eclectic, Renaissance Revival building which is a key, contributing resource in the Van Vorst Park Historic District and fulfills an important role in the life of the neighborhood and the city. The building is accessed by three exterior staircases, two at the north and south sides, and a grand staircase at the western façade which have deteriorated due to the effects of poor and deferred maintenance. Jersey City wishes to explore appropriate options for the rehabilitation of the steps, including, if necessary, reconstruction, in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. City Hall is located at 280 Grove Street, Jersey City, New Jersey 07302.

The Scope of Basic Professional Services (below) encompasses the following:

- Design Development, Construction Documents; Plans and Specifications and Permitting
- Bidding and Contract Award
- Construction Administration
- Controlled Inspections
- Construction Site Representation
- Project Closeout

This project is being funded by the City's Capital Improvement Program. Consultants responding to this RFP are advised that proposals are prepared at their own cost and expense. Consultants will be required to comply with all laws against discrimination, and with Affirmative Action rules. Consultants responding to this RFP are advised that all Proposals received carry a validity period of sixty (60) days from date of submission. Accordingly, all Proposals received may not be withdrawn for a period of sixty (60) calendar days without written consent of the City.

**CITY OF JERSEY CITY, NJ
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PURPOSE: Historic Architectural Services**

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OVERVIEW AND OBJECTIVES

The City of Jersey City is looking to rehabilitate the front and side entry steps at the historic City Hall in Jersey City. The City will need a consultant to review the current conditions, review options and prepare documents for a comprehensive rehabilitation consistent with the Secretary of the Interior's Standards for the treatment of Historic Properties. Since the Jersey City City Hall is a Key, Contributing Resource in the Van Vorst Park Historic District (NR, SR, and MR) the consultant will be required to coordinate with the staff of the JCHPC and prepare an application and obtain Project Authorization from the State Historic Preservation Office (SHPO) for the proposed work scope.

- Review historic and current conditions; including documentation, photographs, and drawings that exist of the steps and portico.
- Detailed physical investigation and analysis of existing conditions;
- Review viable options and provide recommendations to the City;
- Coordinate with the New Jersey State Historic Preservation Office;
- Prepare the Application for Project Authorization; and
- Preparation of construction documents for replacement and repair of failed material.

The Architectural/Engineering drawings and specifications will be sent out to be publicly bid to general contractors. The consulting architectural/engineering technical specifications will be incorporated with the City of Jersey City Division of Architecture (JCA) General and Supplementary Conditions, Bid Proposal forms and Equal Opportunity Requirements.

SCOPE OF BASIC PROFESSIONAL SERVICES

The scope of professional Architectural/Engineering services will include but not be limited to the following:

The consultant shall note and acknowledge any permits that may be required. In addition, since this project will ultimately be publicly funded, the site may be subject to state environmental laws mandating cultural resource investigations as a means of gauging potential or previously identified sensitivities. The consultant may present these as an additional fee separate from their Lump Sum Proposal.

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Special Note: The City wishes to emphasize to the primary consultant (Historic Preservation Architect) the importance of the inclusion of Structural/Site/Civil sub-consultants whom have demonstrated proven experience in the analysis and design of historic sites and structures. This should be organized as a TEAM effort, with professionals that can offer the same level of care and sensitivity towards projects of this magnitude.

1. Architectural Design, including, and coordinated with;
2. Structural Design
3. Mechanical/Electrical/Plumbing/Life Safety Design;
4. Site/Civil Design
5. Topographic and Utility Survey
6. Site and Building Lighting Design

The Scope of Work that is the basis of your Proposal encompasses six (6) phases and additional tasks. Specific Contract deliverables are spelled out at the end of each phase of work description. The Contract between the Consultant and the City will provide for compensation based upon a lump-sum. All anticipated reimbursable expenses must be factored into your lump sum proposal, the City will not consider any other reimbursable expense, other than for additional work beyond the scope of this RFP, as requested by the City. You will be asked to provide a breakdown of your lump-sum proposal into phases as outlined under Compensation.

PHASES OF WORK (as applicable)

1. PROJECT COMMENCEMENT:

Attend and participate in Project Kick-off Meeting: Consultant shall attend and participate in a Project Kick-off Meeting with the Division of Architecture, Engineering, Traffic and Transportation and other City Officials. At this meeting, the City will review your Scope of Work, assist in the development of a Project Directory, help establish the Project Meeting schedule, and review all project procedures.

Existing Conditions Survey Engineering Study Assessment and Historical Review:

Utilizing all available existing documentation, the space will need to be surveyed to document all existing wall locations, types, as well as electrical poke-through and other visible information needed to complete the project. Consultant is to obtain the level of detail required to support this requirement.

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2. SCHEMATIC PHASE:

General: The Consultant shall be responsible for Civil and Site engineering, as well as quality control and overall project management and coordination for the programming tasks. The Consultant will work closely together with the Division of Architecture, Engineering, Traffic and Transportation, who will be the lead representative for the City, to coordinate all meetings with City Officials.

Surveying: The Consultant shall prepare a survey of existing conditions (above and below grade) for use and reference in preparing construction documents.

Schematic Design

A. Summary of Work to include:

- Front entrance steps
- Both platform landings
- Column bases at front entrance steps
- North and South entrance steps, platform landing and cheek walls
- Railings; and
- Lighting

- B. An initial Schematic Design based on original and historic site conditions and in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties must be submitted to the City for review and comment.
- C. Coordination with Staff of the JCHPC and the NJSHPO to obtain Project Authorization.
- D. Please allow for attendance up to three meetings to discuss Schematic design.
- E. After final approval of the Schematic Design, a preliminary construction budget must be developed for initial approval. An actual construction budget must be submitted at the completion of the construction document's phase.

3. DESIGN DEVELOPMENT:

Once the Schematic Design has been approved by the City, design development documents must be produced.

- All code adjustments required by the Building Department must be made accordingly to the Construction Documents.

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- Please allow for three (3) meetings during this phase, a maximum of two finish schemes or options, with one revision.
- Prepare the Project authorization Application to the New Jersey State Historic Preservation Office (NJSHPO.) Please allow two (2) meetings during this phase with the SHPO and two (2) Meetings with Staff of the HPC if deemed necessary by the City. Please allow one evening presentation before JCHPC as part of an application for a Certificate of Appropriateness.

4. CONSTRUCTION DOCUMENTS:

The consultant will develop comprehensive construction drawings and specifications based upon approved Design Development for review and approval by the local building authorities for building permits, New Jersey State Historic Preservation Office, JC Historic Preservation Commission and subsequent construction of the project by the City.

Prepare Outline Specifications: In order for the Construction Cost Estimate to be accurate, it is essential that the Outline Specifications be prepared. Therefore, your emphasis during this task will be to identify and describe major materials, systems, and assemblies required for the project, in sufficient detail to enable them to be adequately budgeted. Identify and be prepared to discuss any items that may have a disproportionate impact on the estimate.

Contract specifications shall be in AIA Masterspec format to maintain uniformity throughout the documents.

- **Architectural/Construction Plans and Technical Specifications:**

Preparation of Comprehensive demolition plans, construction plans, sections and details to include all masonry, railings, framing, foundations, etc. and all required specifications to complete this project in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

- **Engineering Drawings:**

Consultant to coordinate with engineering discipline (structural, mechanical, plumbing, electrical & security and technology engineering). Consultant will provide for all required utilities to all equipment. Consisting of plan improvements based upon criteria provided by the City's representatives.

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- Obtain a Certificate of Appropriateness from the HPC and obtain project authorization approval from N.J. Historic Preservation Office.

Prepare Construction Cost Estimate: A Preliminary cost estimate will be needed initially. Working from the Preliminary Budget developed during the Program Phase, and the Schematic Design, you will develop a Construction Cost Estimate. This will enable the City to verify that the project continues within budgetary requirements, and to take appropriate corrective action if it does not.

Prepare Project Schedule: Utilizing the Critical Path Method (CPM) concept, prepare a Project Schedule based upon all information known to-date, cognizant of the Owner's desire to expedite the schedule whenever possible.

Contract Deliverables: Five (5) sets of Signed and Sealed Drawings; Three (3) sets of Technical Specifications, with Cost Estimates & Schedules.

5. BIDDING PHASE/CONSTRUCTION ADMINISTRATION PHASE:

- Provide bid documents Technical Specifications and Drawings to the City to obtain bids from General Contractor.
- Respond to inquiries during bidding phase, and assist selecting the qualified Contractor.
- Attend bi-weekly construction meetings.
- Process shop drawings.
- Respond to Request for Information.
- Structural drawings, calculations, specifications as well as detailed plans and specifications required to bid and construct.
- Review payment applications and change orders.
- Prepare punch list and close-out documentation as required.
- This proposal should be based upon a construction time line of six (6) months.

Respond to field questions and RFI's

Review of shop drawings and submittals

Attendance at bi-weekly construction meetings.

Visiting the site upon notification by the contractor that the work is completed and ready for preparation of punch list, including one follow up visit.

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EVALUATION AND AWARD OF CONTRACT

Proposals will be reviewed for compliance with the terms and conditions of the Request for Proposals (RFP). Any Proposals deemed non-responsive will be rejected. All Proposals will be evaluated by Department of Business Administrator and the Division of Architecture, Engineering, Traffic and Transportation. This Contract will be awarded as a Professional Services Contract under the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. This Contract will be awarded as fair and open pursuant to N.J.S.A. 19:44A-20.5, the New Jersey Local Unit Pay to Play Law.

COMPENSATION

The contract between the consultant and the City will provide for compensation to the consultant for professional services inclusive of expenses with an upset price for each category listed below. This shall consist of a professional fee for basic services plus an amount equal to the consultant's direct labor costs times a factor for overhead. Direct labor costs, used as a basis for payment, are defined as salaries and wages (basic and incentive) paid to all personnel engaged directly on the project. They shall include, but not be limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists, and clerks, but shall not include direct payroll related costs or fringe benefits.

The proposal must provide an accurate, reliable representation of your full cost from which a contract can be formulated. For purposes of uniformity, the following list shall be used to outline your professional fees:

- A. All Required Site Permitting (Building Construction and Environmental) HPC and NJSHPO Review.
- B. Construction Documents
Phases of Work
 - 1. Design Verification
 - 2. Building Analysis/Restoration/State Review, HPC and NJSHOP Review.
 - 3. Design Development/construction Documents

Under each category above, please submit your professional fee for basic services in the format shown below. Your fees should be inclusive of all reimbursable expenses, as well as any allowances requested in this RFP. Respondents are also asked to provide a fee breakdown spreadsheet or other illustration for each phase, with the resultant total. The breakdown may be in any format you select. Provide a summary of all categories of work as illustrated below:

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SUMMARY OF COST

- A. All Required Site Permitting \$ _____
- B. Construction Documents
- Phases of Work
1. Design Verification \$ _____
2. Building Analysis/Restoration/State Review \$ _____
3. Design Development/construction Documents \$ _____
4. Construction Administration \$ _____

TOTAL PROPOSAL COST: \$ _____

This is a lump sum proposal and all expenses should be included in the total proposal cost. There will not be additional reimbursement for "expenses".

SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

5.1 Number of copies

Respondents must submit one (1) signed original, one (1) softcopy PDF on CD and six (6) bound copies of their proposals.

Proposals forwarded by facsimile or e-mail will not be accepted.

Please note that the City will not be responsible for CDs or softcopy files which cannot be opened, and that this may be grounds for rejection.

5.2 Proposal format

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Respondents adhere to the required response format. The City requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Respondent in response to requirements. The required format is detailed in Section 3.

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The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the City at its option may either request clarification or may consider the information unresponsive.

5.3 Proposal length

The exact presentation and layout format of proposals is up to the discretion of the Respondent, however a maximum length of 30 pages is strongly suggested.

5.4 Submission deadline

Proposals must be received by the City no later than 11:00 a.m. prevailing time on July 23, 2015 and must be mailed or hand-delivered.

SECTION 6: PROPOSAL EVALUATION

The City's objective in soliciting Proposals is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

6.1 Evaluation methodology

Proposals will be evaluated by the Department of Administration, the Division of Architecture, Engineering, Traffic and Transportation and Staff of the Jersey City Historic Preservation Commission on the basis of which is the most advantageous, and this evaluation will consider the following:

- a. **Required Format**
The extent to which the proposal includes the required sections (Title page, Table of contents, etc).
- b. **Appropriateness of proposed methodology**
The extent to which the proposed methodology meets the City's goals as described in Section 4 of this RFP. The degree to which specific activities and milestones are described will also be evaluated.

Respondents should describe their methodology and explain how it will meet the City's needs.

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c. Personnel assigned

Through this project, the City will be reinforcing its reputation as a world class city, and is therefore entitled to expect world class credentials and experience from the Respondents which it employs for high profile efforts. Resumes of Respondent personnel will be scrutinized to ensure this requirement is met. Proposals which provide detailed accounts of team members' applicable experience and their anticipated roles in this project will be viewed more favorably. Lead personnel must meet or exceed the professional qualifications standards for Architect as per Code of Federal Regulations, 36 CFR Part 61.

d. Cost

The winning proposal will not necessarily be that with the lowest cost, but that which provides the greatest value to the City. Proposals should provide detailed breakdowns on the cost components. Proposals will be evaluated on the detailed breakdown provided and whether pricing is appropriate to the project scope.

f. Commitment to diversity

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises consistent with the City of Jersey City policies, should be described.

6.3 Oral Presentation Guidelines

Not required for this RFP

6.4 Final evaluation

The City will select the most advantageous Proposal Statement based on the all of the evaluation factors set forth in this RFP, and make the award in the best interest of the City. Each Proposal must satisfy the objectives and requirements detailed in this RFP. The successful Respondent shall be determined by an evaluation of the total content of the Proposal Statement submitted. The City shall not be obligated to explain the results of the evaluation process to any Respondent.

6.5 Contract award

A contract will be awarded a professional service agreement pursuant to the "fair and open" provisions of the "New Jersey Local Unit Pay-to-Play Law", N.J.S.A. 19:44A-20.4 et seq. The term of the contract will be six (6) months commencing on the execution date of the contract by City officials.

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SECTION 7: GENERAL TERMS AND CONDITIONS

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

7.1 City's right to reject

The City reserves the right to reject any or all proposals, if necessary, or to waive any informality in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

7.2 Original/Authorized signatures

Each proposal and all required forms must be signed in ink by a person authorized to do so.

7.3 Delivery of proposals

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

7.4 Affirmative Action requirements

Respondents are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No Contractor may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C 17:27-4.

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The Respondent's attention is also called to Section 8 of this document which contains the required information and forms. For information on AA/EEO requirements and forms only, please contact:

Jeana F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration, Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

7.5 Business Registration Certificate

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq).

Consultants are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

For more information on obtaining a BRC, see Section 9.

7.6 Clarification of RFP

Should any difference arise as to the meaning or intent of this RFP, the City's Business Administrator's decision shall be final and conclusive.

7.7 Indemnification

The Consultant, if awarded the contract, agrees to protect, defend, indemnify and save harmless the City against damage for payment for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the Consultant its servants or agents.

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7.8 Insurance requirements

The Respondent shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as an additional insured when possible, shall be provided. Insurance requirements are as follows:

- a) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- b) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- c) Automobile Liability in the amount of \$1,000,000 combined single limit.
- d) Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.

7.9 Termination

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days written notice to the other party. Regardless, the City reserves the right to cancel the contract at its convenience by providing 30 days written notice to the Consultant.

7.10 City of Jersey City "Pay-to-Play" Ordinance

On September 3, 2008, the City Council adopted Ordinance 08-128 which places stricter requirements on the issuance of "fair and open" contracts than the State "Pay-to-Play" law. Specifically, it prohibits political contributions in excess of certain thresholds in the one year preceding the contract award and during the term of a contract awarded pursuant to a "fair and open" process and requires Respondents to complete a certification of compliance. A copy of the ordinance and the certification are included in this RFP.

Element

Architectural Group

Mr. Peter Folgado, Purchasing Agent, RPPO, QPA
The City of Jersey City, Division of Purchasing
394 Central Ave. 2nd Floor
Jersey City, New Jersey 07307

July 30, 2015

EXECUTIVE SUMMARY

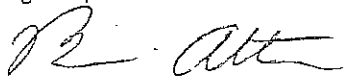
Dear Mr. Folgado,

We are pleased to submit our Qualifications and the attached proposal for Architectural Services for the City of Jersey City for the "City Hall – Front and Side Entrance Stairs Rehabilitation". Element Architectural Group is a full service, sole proprietor, professional Historic Preservation Architectural Firm specializing in the design and construction administration of Municipal and Public Safety projects and has successfully provided many Clients with the same Architectural and Engineering design services as currently needed by the City of Jersey City for this project. Our TEAM will include the firm "Greenman Pedersen Inc." for all Structural, sub-surface and Electrical Engineering required for the project. Our entire professional design team is fully insured and pre-qualified by all New Jersey State agencies having jurisdiction for public works and Historic Preservation projects throughout the State. Our TEAM also conducted a site visit on July 10 to observe all pertinent and potential work related to the North, South and the Grand Staircase to City Hall. Contained in this submission, you will find all required documents as outlined in your Request For Proposal.

Our team has 20 years of experience in the design and construction administration of Municipal and Civic entrance rehab and repair projects. It is understood that the Scope of Professional Services for this project will include everything from Programming and Schematic Design, through Project Construction Close-out and Post Occupancy Review. It is also understood that the scope of our services include the preparation and submission of all documentation needed to achieve HPC and NJSHPO approvals. Our entire team is fully experienced and capable of providing the services needed for all the various approvals needed, and to provide all support services that the City of Jersey City will need in implementing the construction, on time, and within budget. Our past built projects include plaza designs, entrance designs, building repairs, historic restorations, renovations, alterations and building repairs for a wide variety of buildings of various ages and construction types. We often provide our clients with specialized services to study and survey existing building envelope and building site problems as well as provide feasibility studies, estimating, site planning and space planning. All projects, regardless of size, extent and type of construction; are publicly and competitively bid projects requiring careful attention to detail, and the strict compliance with tight schedules, budgets and the most current building and handicap accessibility codes as well as New Jersey Public Bid Law. We are very familiar with these constraints and requirements, and have successfully completed many projects in the past under these same conditions and circumstances.

If selected, our entire team will be committed to your project, and will work in close coordination with all City administrators and individuals in charge of the project to make all design, cost and scheduling decisions. I certainly hope our team is considered, and I am more than happy to make myself available to you or your Project Committee to further review and discuss our qualifications. Please feel free to telephone me directly at 201 368-7752 if you have any questions. Thank you for your consideration.

Regards,



Brian Altman, AIA, RA
Member USGBC

12 N State Rt 17, Suite 220
Paramus, New Jersey 07652
Ph: 201.368.7752 Fax: 201.368.7758

SCOPE OF WORK AND APPROACH

INTRODUCTION:

Following is a description of our approach for the concept planning, design and construction administration phases for Historic Preservation, Public-Bid Municipal and Civic Projects. The approaches described are applicable to any type or size project that your municipality is currently planning. We look forward to attending any and all Public meetings and attending all site walk-throughs necessary to assess the full scope of work needed and scope of services expected from our office. Municipal clients make up to 90% of our work in the office, and we have always made it a practice to be available at all times to our clients. There have even been times in the past that our expertise and input was required on an emergency basis in order to confirm the safety of building occupants. All site visits, and coordination meetings will be attended by our project manager who will be the leader throughout the project. Our overall approach to a project has always been very logical, no nonsense, and focused. The level of detail required, and the degree of organization and responsiveness needed from an Architect is very demanding. Projects of this type are most often high profile projects involving many participants, each with their own needs and expectations. Every issue that arises, in every phase of the work, must be well documented, and the Architect must exhibit a high level of expertise in dealing fairly and equitably with all parties involved in order to keep the job moving to everyone's satisfaction. Our Firm and the entire design professional team specializes in these types of projects and situations, and have consistently provided Municipal Clients with an approach representing the highest quality planning, design and construction administration services needed to successfully complete their projects on schedule and within budget. Our level of experience, design talent, knowledge of codes, sensible approach to problems, and our responsiveness to our clients needs has served us well on every project in the past. Our approach has resulted in long lasting relationships with our Municipal Clients as well as some of the Public Contractors we have come in contact with.

APPROACH: NEEDS ASSESSMENT

Our role as the professional consultants is to establish the program and all pertinent design conditions during the Building Study and Project Planning Phase. The program we develop together with the client and their end users will ultimately include all building additions, enhancements or upgrades needed. Where appropriate, the program will also include alterations and modifications to existing spaces within the existing building that are necessary to provide the overall program. The professional services we provide during this Phase include a wide variety of investigations including detailed analysis, interviewing, site evaluation, cost-estimating and building planning. All data and information gathered during this phase will be used to compile a comprehensive approach to the design of the project that fully addresses all Architectural, Engineering, Information Technology and Environmental concerns. This approach is applicable to any type or size project that your municipality is currently planning, and is appropriate for projects for Municipal buildings. We believe it is an absolute necessity to become thoroughly familiar with the site and the various parameters and restrictions presented to us in planning any changes or modifications to the various buildings and facilities as well as cost estimating the various options being considered. All existing floor plans, adjacencies, spatial relationships, utilization factors, fire safety exiting requirements and security concerns will be studied. Several site surveys and personnel interviews will be performed so as to obtain all critical information for this part of the planning process. Once all the data is gathered, and

all these relationships and factors are understood, then modifications to the existing layouts and spatial relationships can be further explored with the purpose of improving the system. Our team will compile all data and proposed plans and present our findings for input and further comment. This preliminary report will begin to reveal priorities and some of the many options to be considered in developing the final plan. Our team will document any and all comments and concerns and will continue to develop the plan taking all factors into account. Our Firm and the entire design professional team specializes in these types of studies and situations, and has consistently provided Municipal entities with an approach representing the highest quality professional service needed to successfully complete the work on schedule.

APPROACH: PRELIMINARY & SCHEMATIC DESIGN PHASES

The first step in our role as the Architect is to establish the program including all site evaluations and concept planning as well as all pertinent design conditions during the Preliminary Phase. The design program we develop together with the Client Agency and end user will ultimately include everything required for the project. The professional services we provide during the Preliminary phase include a wide variety of investigations as required by the particulars of the project. In terms of Architectural layout and design, we will work closely with the client in studying and evaluating their design ideas and budget. The Schematic Design Phase will build upon the findings and decisions made during the Preliminary Phase and will continue to develop a design solution that resolves the many aesthetic, spatial and cost concerns. By the time our team has reached the Schematic Phase we will have fully surveyed all existing conditions of the site. Complete sets of existing conditions documents will be prepared and used in conjunction with the various data found during the previous phase. Familiarity with the existing conditions is crucial to all subsequent phases. The actual process of surveying and then documenting the site expedites the familiarity of the project for the entire team. By virtue of surveying and evaluating a site specific to a project; our team may also find other deficiencies that are in need of attention. These deficiencies can also be addressed through the building program and then rectified by the same bidding documents. Design Development of the project begins after the Schematic design is complete and has shown to satisfy the wide range of considerations particular to the project. During the Design Development phase the professional team starts to compile all documents necessary including all drawings, details, specifications and cost estimates into a succinct package representing all construction needed. All Site, Structural and Mechanical systems are also evaluated and begin to be coordinated with the Architectural design aesthetic during this phase. All physical aspects of the Structural and Mechanical systems are carefully considered to assure a layout that flows both two-dimensionally and three-dimensionally. The entire process, from preliminary planning through design development, is coordinated with the Client through meetings and submission of contract deliverables as required by the agreement.

APPROACH: FINAL DESIGN PHASE

All design considerations, and all building systems as established and developed during the project's previous phases, are finalized during the Final Design Phase. The final documents prepared at this phase will be a comprehensive and competent set of bidding documents for purposes of agency approval, plan approval, public bidding and construction. Our final bidding documents will include all drawings, details, list of shop drawings, specification sections, bidding documents and forms as included in our project manual. Submissions by the design team at 75% and 100% completion shall comply with the requirements of the Design agreement and as defined by a high level of professional practice. The various submissions made will give all participants an opportunity to cross check the progress of the design work as it relates to the program, project schedule and planned construction cost. In developing the final documents, there are numerous code considerations and design parameters that the design professionals on the team will be responsible to follow. Code compliance

is one of the most important and influential factors affecting the final design of all building system components and spaces. Our office is fully updated with the latest editions of all life safety, building, ADA and accessibility codes and manuals. The building codes that will apply for this particular project will be the Building Codes of New Jersey; "International Plumbing and Mechanical Codes", Federal ADA regulations, and the ICC/ANSI Accessibility Codes. All supplements to these codes will also apply to the project. Aside from the latest editions of Building Codes, the office is fully stocked with the most current product information, manufacturer's system specifications and recommended details. The entire design team will utilize all available information and product specifications and shall consult with product representatives who specialize and are knowledgeable about any of the building systems proposed. These product representatives may occasionally visit the project site with one of the project team members to help assess a particular component for the project, and provide helpful input on final specifications and details.

APPROACH: CONSTRUCTION PHASES

In general the Construction Phase of a project will make or break the entire effort. All the competent planning and good faith effort in the world will not over-shadow the aggravation of unnecessary construction extras, construction delays and dealing with an uncooperative Contractor. It has been our experience that many construction phase problems are a result of incomplete or unclear construction documents prepared by the Professional design team. "Element Architectural Group" has a reputation for producing tight bidding documents that include more than adequate amounts of details and notes that instruct and direct the Contractors bidding the work. We will never use limited fee structure as an excuse for inadequate bidding documents or design. By taking the appropriate amount of time and effort during the prior phases to produce competently detailed documents; the construction phase of the project will proceed much smoother with much less conflict, confusion or delay. We typically find that the public bid Contractor who is responsible to perform the work, is also satisfied and appreciative to have complete and clear documents. Their scope of work, their level of responsibility, the materials to be used, and the installation details for each component are well defined and are therefore part of their initial bid. Complete and competent documents and specifications make the project easier for a bidder to price and make it easier to install as expected by the design professionals and end user. The more clarity we provide the bidder in our original documents, the better all parties understand their roles and responsibilities and the smoother construction proceeds. The ability of the design professionals to effectively communicate with the Contractor during the construction phase is also critical. Several of our Key Team Members have many years of experience in the construction field. This experience is extremely valuable and helps tremendously in working out the many situations that arise during construction. We fully understand, and are familiar with the types of complications and challenges that the Contractor faces during competitively-bid Public projects. We respect the Contractor's role in the process and have always worked well as an integral part of the team to help resolve problems, make decisions, and keep the project moving in a positive direction for all parties.

HISTORICAL PRESERVATION PROJECTS

Element Architectural Group is pre-qualified by the New Jersey Department of Property Management and Construction (DPMC) for Historical Preservation and Restoration projects throughout the State of New Jersey. Many projects completed by our firm involve restoration and re-use of buildings that date back to the late 19th and 20th century Architectural styles. As available land in our State diminishes, and as clients become more and more cost conscious, our expertise in reutilizing and upgrading existing facilities has become one of the most important aspects of our design capabilities and one of the most sought after design services that we provide. Historic preservation and restoration projects present many unique challenges to the design team. In all cases our team upgrades the existing facility utilizing any and all Architectural details within the new design. A review of our pictorials

included in this proposal will illustrate our ability to successfully integrate new building technology within the framework of existing intricate details and infrastructure. Architectural features such as windows, doors, roofs and exterior trim are carefully studied and then either restored or replicated with replacement materials and then implemented in the project as appropriate. Since most of the buildings we restore are constructed of brick or masonry, we dedicate many hours and much effort in studying the condition of the masonry not only from the exterior and what can be visually inspected, but also from the point of view of assembly of the walls through use of brick and masonry probing. Probes are well documented and logged into our report indicating existing and potential problems and necessary remedies to make the building façade safe. Existing roofs are also fully investigated including taking core samples to determine the age and condition of existing roof assemblies. We are then able to determine the remaining lifespan and feasibility of either, keeping, repairing or completely replacing the existing roof. When considering windows, our office performs full inspections of the existing fenestration of the building to evaluate the actual condition of the window glazing, sashes and balances if present. Since windows serve as a main source of heat loss and heat gain, our office evaluates the feasibility of replacing existing windows so as to benefit from better insulation provided by new technologies in glazing materials and assemblies. We also evaluate the replacement of existing windows from the perspective of Architectural aesthetic since there are many windows on the market that replicate historic details including frame profiles, overall shapes and window grilles and mullions. Architectural moldings and trim on the interior of an existing historical building is also studied carefully as part of our design process. Often we study and research old photographs in order to understand the original arrangement and style of the buildings various spaces and rooms and the trim features utilized. Just as with windows, molding and trim can be replicated as well to mimic the original Architectural style of a building. Custom moldings and trim do have a price tag associated with them, but these factors can easily be evaluated for our clients in order to make a decision in their use in the final restoration design documents we prepare. Historical preservation and restoration is not only approached from an Architectural point of view, but also from a Structural and Mechanical point of view. There is a multitude of Engineering considerations in the design of a restored or rehabilitated building project. Our entire team of Engineers is well experienced in the surveying and documentation of older buildings and their mechanical and structural systems. Most commonly we find the existing systems for heating cooling and ventilation do not meet current codes or standards. New systems are then studied carefully and the costs for new systems are considered in comparison to cost savings over the life of the building and the newly implemented mechanical systems. We are able to assist the owner in making the necessary decisions to restore and/or upgrade their facilities based upon lifecycle costs analysis. As a whole, we see great value in preserving the Architectural intent and detail expressed in original buildings and our entire team has succeeded many times in implementing new technology while respecting the original aesthetic of a building. We are able to beautify and restore the original character of a building while controlling the cost and schedule for our clients and building owners.

OFFICE SET-UP/ COMPUTER FILE REQUIREMENTS:

The office is a fully equipped office with fax, phones, computers, high-speed internet, CD burners, laptops, digital photographic equipment and computer image projectors. All design and drafting is done at one of several existing CAD stations in the office. We are experienced and well versed in multiple CAD programs. For purposes of this project, our office and all of our Consultants will produce their technical documents with "Autocad 2006". This is a universally known program that reads and writes to all other "Autocad" versions, and easily transfers file formats to all other major CAD programs. Technical specifications and other office correspondence will be produced on the computer's word processor, Microsoft Word, and Microsoft Excel, and will be filed and organized for easy retrieval, editing, sending, copying and archiving. Our consulting Engineers also produce their work on "Autocad 2006" and Microsoft programs. This offers a tremendous advantage since drawing files and other files can be shared and exchanged between offices with the click of a button over the

internet. The computers in the office are newly purchased, state-of-the-art pieces of equipment and are networked locally for sharing of files between team members and for access by the advanced external hard drive media back-up system for protection of all files. The software used in the office is constantly updated and is 100% compatible with clients and consultant's systems. All deliverables and submission of files on CD will be provided at each phase of the design work as per the requirements of the Design Consultant Agreement. For us, there is a clear advantage in producing our work on CAD and Microsoft products. Besides the seamless exchange of information between everyone on the project team, there is also much less clutter in the office making it a much neater and organized work environment.

TEAM COMMUNICATION & ACCESS TO PROJECT SITE:

A project of this size, scope and magnitude involves the input and participation of many individuals. The Request For Proposal, A&E Requirements Contract and the standard American Institute Of Architects Agreement define the responsibility and role of the many parties involved in the process. A critical component of the project will therefore be to maintain the proper and necessary communication between all participants, respecting their role in the process. As a mid-sized firm, we are a focused group that is responsive to our Clients, and skilled at coordinating the many tasks and maintaining the necessary communications between members throughout every phase of the work. We feel we have a clear advantage over larger more impersonal design firms with regards to responsiveness and efficiency. The individuals presented as Key Team members in this proposal, are the same individuals who will see your project through to the end. A change of staffing, or a transfer of responsibility between one Key Team member to a completely new member, is a waste of valuable time, and a complication we cannot afford or accept. The gathering and documentation of all the various types of information is also critical. All correspondence will be documented in writing in electronic format, and hard copies of same will be distributed as needed and filed in the project's current job file for the respective phase of work. All electronic files including Word documents, specifications, CAD files and Excel documents related to the project will be filed in the office computer directory and will also be archived on office back-up server. Any communications via e-mail will be filed within a project directly on the internet server set up specifically for that purpose. Hard copies of all e-mails will also be filed in the job file for the respective phase of work that is current. All phone communication will be handled by the office phone mail system. This system features a general office extension and mailbox, as well as separate extensions and mailboxes for each Key Team member within the office. The office phone mail system also has call forwarding, conference calling and the ability to access and save messages and greetings between extensions and from remote locations. Each Key Team member has a cell phone for use while in the field and their own vehicle for transportation between multiple job sites.

**CITY OF JERSEY CITY, NJ
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC AND TRANSPORTATION**

PURPOSE: Historic Architectural Services

REQUEST FOR PROPOSALS

DUE DATE: 7/23/2015

SUMMARY OF COST

A. All Required Site Permitting	\$ 7,500
B. Construction Documents	
Phases of Work	
1. Design Verification	\$ 7,800
2. Building Analysis/Restoration/State Review	\$ 11,600
3. Design Development/construction Documents	\$ 17,900
4. Construction Administration	\$ 22,800
TOTAL PROPOSAL COST:	\$ 67,600

This is a lump sum proposal and all expenses should be included in the total proposal cost. There will not be additional reimbursement for "expenses".

SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

5.1 Number of copies

Respondents must submit one (1) signed original, one (1) softcopy PDF on CD and six (6) bound copies of their proposals.

Proposals forwarded by facsimile or e-mail will not be accepted.

Please note that the City will not be responsible for CDs or softcopy files which cannot be opened, and that this may be grounds for rejection.

5.2 Proposal format

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Respondents adhere to the required response format. The City requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Respondent in response to requirements. The required format is detailed in Section 3.

CITY OF JERSEY CITY**PROPOSAL****HOURLY RATE SCHEDULE**

As requested by the RFP, we submit the following schedule of hourly rates for the various Architectural and Engineering TEAM members who would be involved with the project. As per the RFP, our services are being proposed as a Lump-Sum to include all out-of-pocket expenses. These hourly rates are being presented at the specific request within the RFP and it is assumed that they would apply only in situations where the City specifically requests additional work to be performed above and beyond the established Scope of Work.

HISTORIC PRESERVATION ARCHITECTURE:

Owner - Principal	\$135.00
Senior Project Architect	\$120.00
Project Architect	\$115.00
Project Manager	\$95.00
CAD / Draftsperson	\$75.00
Office - Clerical	\$45.00

CIVIL, STRUCTURAL AND ELECTRICAL ENGINEERING:

Project Director	\$165.00
Structural Engineer	\$140.00
Electrical Engineer	\$140.00
Civil Engineer	\$135.00
CAD / Draftsperson	\$85.00
Office - Clerical	\$55.00

HISTORIC PRESERVATION ARCHITECTURAL SERVICES - CITY HALL ENTRANCE & STAIR REHAB

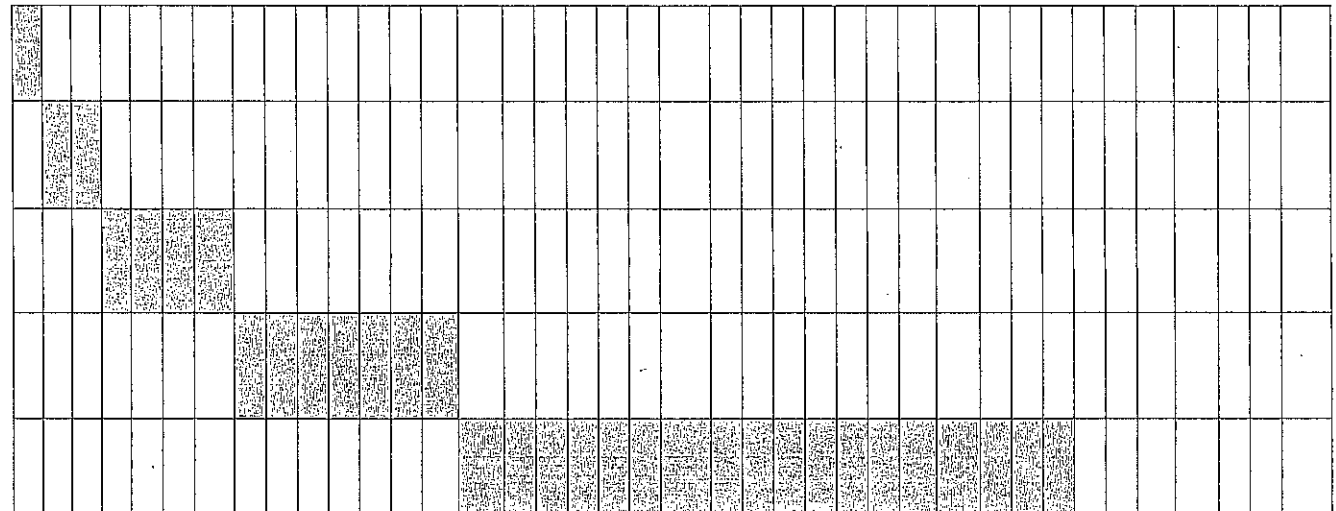
KICK-OFF MEETING & IDENTIFY PERMITTING
(1 WEEK)

DESIGN VERIFICATION
(2 WEEKS)

BUILDING ANALYSIS/RESTORATION/STATE
REVIEW (4 WEEKS)

DESIGN DEVELOPMENT/CONSTRUCTION
DOCUMENTS (7 WEEKS)

CONSTRUCTION ADMINISTRATION
(18 WEEKS)



WEEKS

1

32

DATES

9/9/15

4/20/16

ABOVE SCHEDULE IS A MILESTONE SCHEDULE WHICH REFLECTS THE ANTICIPATED DATES OF COMPLETION OF EACH PHASE OF SERVICE AS DELINEATED IN THE "SUMMARY OF COST", PAGE 18 OF THE RFP. WE ANTICIPATE A FINAL COMPLETION OF CONSTRUCTION 32 WEEKS PAST NOTICE TO PROCEED WITH OUR PROFESSIONAL DESIGN SERVICES

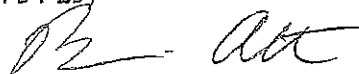
NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Brian Altman

of the firm of Element Architectural Group

the Respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of Respondent) 

Brian Altman

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

27 July

OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20/17

Terri Gellins

^{3/31/17}
(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Brian Altman Owner, Sole Proprietorship	125 Queen Ct., Hillsdale, NJ 07642	100

SIGNATURE: *B. Altman*

TITLE:

Brian Altman, OwnerSUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY27 July OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 20 3/31/2017Terri Quelen

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Brian Altman, Owner

Representative's Signature: 

Name of Company: Element Architectural Group

Tel. No.: 201-368-7752

Date: July 14, 2015

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Brian Altman

Representative's Signature: 

Name of Company: Element Architectural Group

Tel No.: 201-368-7752

Date: July 7, 2015

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Element Architectural Group

Address : 12 North State Rt. 17, Suite 220, Paramus, NJ 07652

Telephone No. : 201-368-7752

Contact Name : Brian Altman

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

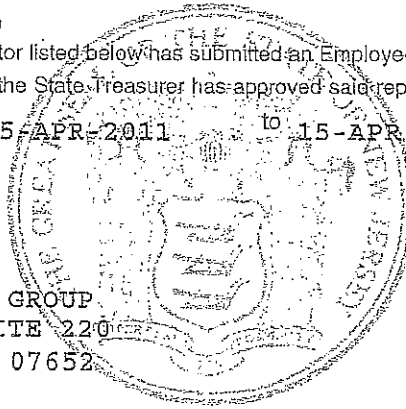
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-APR-2011 to 15-APR-2018

ELEMENT ARCHITECTURAL GROUP
12 N STATE RT. 17, SUITE 220
PARAMUS NJ 07652



[Handwritten signature]

Andrew P. Sidamon-Eristoff
State Treasurer

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

ALTMAN, BRIAN

ADDRESS:

12 RT 17 NORTH STE 220

PARAMUS NJ 07652

EFFECTIVE DATE:

11/15/00

TRADE NAME:


ELEMENT ARCHITECTURAL GROUP

SEQUENCE NUMBER:

0765233

ISSUANCE DATE:

03/31/09


Director
New Jersey Division of Revenue

FORM-BBC

NOTICE: The enclosed N.J. State Sales Tax Certificate of Authority (CA-1) is a permit to:

- Collect N.J. State Sales Tax
- Issue N.J. Resale Certificates (ST-3)
- Issue N.J. Exempt Use Certificates (ST-4)

You must have a valid N.J. Sales Tax Certificate to collect Sales Tax or Issue certificates.

If you are not subject to collect N.J. Sales Tax but need to Issue Resale or Exempt Use Certificates, you can request to be placed on a "Non-reporting Basis." Call or write the Division to obtain the proper forms (ST-0205) at:

State of New Jersey, Division of Taxation, P.O. Box 252, Trenton, NJ 08646-0252 (609) 292-1730

This Certificate of Authority (CA-1) must be displayed at your place of business.

223-716-832/000


STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Acting Director, Division of Taxation

ALTMAN, BRIAN
ELEMENT ARCHITECTURAL GROUP
12 RT 17 NORTH STE 220
PARAMUS NJ 07652

Tax Registration No.: XXX-XXX-832/000
Tax Effective Date: 09-07-00
Document Locator No.: B0000896008
Date Issued: 03-31-09

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Element Architectural Group (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Element Architectural Group (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Element Architectural Group

Signed B. Alt Title: Owner

Print Name Brian Altman Date: July 14, 2015

Subscribed and sworn before me
this 27 day of July, 2015.

My Commission expires: 3/31/17

(Affiant)

Brian Altman, Owner

(Print name & title of affiant)

(Corporate Seal)

Ferris Quilens

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

CITY OF JERSEY CITY
ADDENDUM ACKNOWLEDGMENT FORM
REQUEST FOR PROPOSAL

The undersigned acknowledges receipt of the following addenda to the Request For Proposal:

**THE COMPLETED ACKNOWLEDGMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH PROPOSAL PACKAGE: NOT TO BE
SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the proposal to be considered non-responsive, and the proposal will be rejected. Acknowledgement of receipt of each addendum must be clearly established and included with the proposal pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. 1 Dated July 7, 2015
Addendum No. 2 Dated July 20, 2015

Name of Company: Element Architectural Group

Street Address: 12 North State Rt. 17, Suite 220

City, State, Zip Paramus, NJ 07652

Authorized Signature: *R. Alt*

Date: July 30, 2015

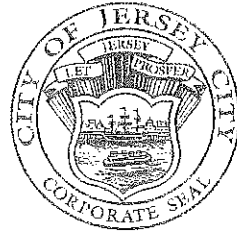
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-771

Agenda No. 10.V

Approved: OCT 28 2015

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GLUCK WALRATH, LLP. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, in order for the City of Jersey City, (the "City") to issue, sell, and deliver bonds, bond anticipation notes, school promissory notes, tax appeal, refunding notes, restructuring and other obligations of the City in the tax-exempt securities market, the City must retain bond counsel to provide legal services; and

WHEREAS, the City desires to retain qualified bond counsel in connection with the authorization, issuance, sale and delivery of said City obligations from time to time; and

WHEREAS, the City posted notice on its website of a Request for Qualifications (RFQ) for bond counsel services; and

WHEREAS, Gluck Walrath, LLP possess the qualifications and expertise to provide these professional legal services; and

WHEREAS, Gluck Walrath, LLP agreed to provide necessary legal services required to provide for the authorization, issuance, sale and delivery of the City obligations and related special counsel legal services in accordance with this resolution; and

WHEREAS, the agreement authorized is effective as of September 10, 2015 and shall end on September 9, 2016 inclusive; and

WHEREAS, the total amount of the contract shall not exceed the sum of \$125,000; and

WHEREAS, funds in the amount of \$125,000 are available in Account No. 04-215 55-883-990 (\$105,000) and Account No. 04-215-55-883-990 (\$20,000); and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, this contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

WHEREAS, Gluck Walrath, LLP has submitted its Certification of Compliance with the City's Contractor Pay-to-play Reform Ordinance adopted on September 3, 2008.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Gluck Walrath, LLP, for providing legal counsel in connection with the authorization, issuance, sale and delivery of City obligations from time to time for a contract term commencing on September 10, 2015 and ending on September 9, 2016 for a total contract amount not to exceed \$125,000.00 which is based on the following fee schedule:

City Clerk File No. Res. 15-771Agenda No. 10-VTITLE: **OCT 28 2015**

- A. For services rendered with respect to permanent obligations the transactional fee shall be \$3,500 plus \$1.00 per \$1,000 of permanent obligations issued and with respect to temporary obligations, the transactional fee shall be \$0.50 per \$1,000 of temporary obligations with a minimum fee of \$2,500. Review of any Preliminary or Final Official Statement and review of any Local Finance Board application is included in such transactional fee.
- B. For services rendered in connection with the preparation of the Official Statement or Local Finance Board application an additional transactional fee not to exceed \$7,500 for preparation of the Official Statement and not to exceed \$3,000 for preparation of the Local Finance Board application shall be charged.
- C. Services rendered beyond the scope of those described above will be billed at the hourly rates for attorneys and paralegals set forth in the agreement attached hereto. These rates range from \$80.00 to \$325.00 per hour depending on the attorney or paralegal involved.
- D. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in C. above.

2. This contract is awarded as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(I).

3. This contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

5. The award of this contract shall be subject to the condition that Gluck Walrath, LLP, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;

6. Notice of this action shall be published in a newspaper of general circulation within the municipality as required by law within (10) days of this award.

I, Donna Mauer, Donna Mauer, Chief Financial Officer certify that funds in the amount of \$125,000 are available in Account No. 04-215-55-883-990 (\$105,000) PO# 118078 and Account No. 04-215-55-889-990 (\$20,000) PO# 118079.

APPROVED: Donna Mauer, CFO

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10-28-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AMENDMENT OF A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO IMPROVE BERRY LANE PARK, IMPLEMENTING THE MORRIS CANAL REDEVELOPMENT PLAN

Project Manager

Department/Division	Office of the Mayor	
Name/Title	Mark Albiez	Chief of Staff
Phone/email	(201) 547-6544	malbiez@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City has capital funds available in the amount \$300,000 in account # 04-215-55-933-990 authorized by City Ordinance 14.131 for the purpose of the "reconstruction, renovation, rehabilitation and improvement of various City public parks." This resolution authorizes the amendment of a Cooperation Agreement to include the capital funds to reimburse the Jersey City Redevelopment Agency for expenses incurred in the construction and improvement of Berry Lane Park.

Cost (Identify all sources and amounts)

\$300,000

Contract term (include all proposed renewals)

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR THE OPERATION, MANAGEMENT OR ADMINISTRATION OF DATA PROCESSING SERVICES FOR THE DIGITIZATION AND STORAGE OF DOCUMENTS MAINTAINED OR CREATED BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Initiator

Department/Division	Mayor's Office	
Name/Title	Mark Albiez	Chief of Staff
Phone/email	(201) 547-6544	malbiez@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution will authorize the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 for awarding a contract to a contractor for the operation, management or administration of data processing services for the digitization and storage of documents maintained or created by the Department of Health and Human Services.

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the "City") while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications ("RFQ") seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, Gluck Walrath, LLP ("Outside Counsel") submitted a response to the City issues RFQ; and

WHEREAS, the Corporation Counsel of the City of Jersey City ("Corporation Counsel") has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in

addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that

conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves

the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation

Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment

arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less

than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates

The total amount of this agreement shall not exceed \$125,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

1. The City will make payment to Outside Counsel for services rendered in accordance with the following schedule:

a. For services rendered with respect to permanent obligations the transactional fee shall be \$3,500 plus \$1.00 per \$1,000 of permanent obligations issued and with respect to temporary obligations, the transactional fee shall be \$0.50 per \$1,000 of temporary obligations with a minimum fee of \$2,500. Review of any Preliminary or Final Official Statement and review of any Local Finance Board application is included in such transactional fee.

b. For services rendered in connection with the preparation of the Official Statement or Local Finance Board application an additional transactional fee not to exceed \$7,500 for preparation of the Official Statement and not to exceed \$3,000 for preparation of the Local Finance Board application shall be charged.

c. Services rendered beyond the scope of those described above will be billed at the hourly rates for attorneys and paralegals set forth below. These rates range from \$80.00 to \$325.00 per hour depending on the attorney or paralegal involved.

Legal Assistant #1 - \$185.00

Legal Assistant #2 - \$80.00

Attorney - \$200.00 (Redevelopment Area Bond Financing)

Attorney - \$325.00 (tax advice only which explicitly shall not include work performed on tax abatements or Redevelopment Area Bond financing.)

Attorney - \$200.00

Attorney - \$200.00

d. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in paragraph c above.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days

prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed. Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup. The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements. The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning. Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail. The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses. All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel. The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records. To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third

party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable. Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through. If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS.

A. Governing Law/Jurisdiction

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2015.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

By:
Firm: Gluck Walrath, LLP.

APPENDIX A CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30

days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

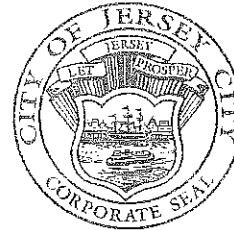
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.772

Agenda No. 10.W

Approved: OCT 28 2015

TITLE:



RESOLUTION CELEBRATING THE 140TH ANNIVERSARY OF MOLONEY'S MEAT MARKET

Council as a whole, offered and moved adoption of the following:

Whereas, Moloney's Meat Market has been a family owned business on Newark Avenue in the Five Corners area of Jersey City since its founding in 1875. An old fashioned butcher shop with sawdust on the floor, the store remains much the same as it was when it first began serving customers 140 years ago; and

Whereas, four generations of Moloney's have been pleasing customers with a smile and good meat products since then. Currently owned by Tom Moloney, who has worked in the store since he was in high school, Moloney's remains true to the core values that his father Leo and the generations before him first established; and

Whereas, Moloney's Meat Market has a faithful customer base, many customers have been coming to the store for generations. Tom Moloney makes the effort to show his customers a good time and offers the finest in fresh meats, poultry, seafood and prepared foods; and

Whereas, Moloney's Meat Market has been selected by the Small Business Revolution as one of 100 finalists showcased in the year long national campaign that celebrates the vibrancy, variety and community impact across the country of small business. As a finalist, Moloney's is in the running for a \$25,000 prize that will be awarded for a business that encompasses the small business spirit. Moloney's Meat Market does that all too well. and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby celebrate the 140th Anniversary of Moloney's Meat Market and wishes it continued success in the future.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

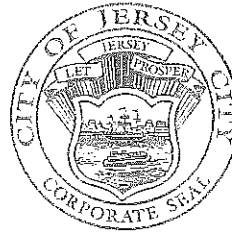
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.773

Agenda No. 10.X

Approved: OCT 28 2015

TITLE:



RESOLUTION AUTHORIZING THE CITY TO ENTER AN AGREEMENT OF INDEMNIFICATION AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City is sponsoring the Jersey City Resident Response Center/Office of Veterans Affairs parade of veterans and heroes, to offer refreshments and information for the purpose of helping veterans get the services they need and to honor all of our veterans and heroes in a march from City Hall to the Harsimus Cemetery..

WHEREAS, Our veterans, having honorably served their Country, will be honored and thanked for their service by giving back to them.

WHEREAS, City of Jersey City will host the Parade of Veterans and Heroes on Sunday, November 8, 2015 from 10:00AM-2:00PM with a set up time at 8:00AM. The event is to honor and thank our veterans within our community of Jersey City and as well as throughout New Jersey and

WHEREAS, the Jersey City Board of Education requires, indemnification and letter of insurance from the City; and

WHEREAS, the agreement will specify the City's responsibilities to the owners of the facilities, including an indemnification and hold harmless clause in which the owner cannot be held liable for injuries received by participants in this program or for damage to the facility, so

THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that,

1. The Mayor or Business Administrator is authorized to execute an agreement hereto indemnifying Jersey City Board of Education for the use of their facility by the Resident Response Center for providing parking for veterans on November 8, 2015.
2. The risk Manager is authorized to issue a Letter of Insurance to Jersey City Board of Education to cover this activity.
3. The Mayor or Business Administrator is authorized to execute such other documents that maybe necessary to effectuate the purpose of this Resolution.

APPROVED: [Signature] Director, Resident Response Center

APPROVED: Althea Bernheim

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Parade of Veterans and Heroes (11/8/15) for use of the Dickinson High School parking lot, certificate of liability.

Initiator

Department/Division	Mayor/RRC	
Name/Title	Althea Bernheim	
Phone/email	201-547-5436/ abernheim@jcnj.org	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution will allow the City to provide parking to those attending and participating in the Parade of Veterans and Heroes on Sunday November 8, 2015 in Dickinson High School parking lot. The Jersey City Board of Education requires a One Million Dollar Liability Insurance Certificate naming the Jersey City Board of Education as additionally insured for the day of your event.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/23/15
Date